

Operations Manual

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1. Purpose of the Operations Manual

The purpose of the Operations Manual is to outline specific processes and procedures that require further definition or are not included in Department Policies, Procedures and the Master Contractor Agreement. The Operations Manual is an attachment to the Contract and may be amended from time to time by agreement of the parties. The Operations Manual is standardized to ensure consistency between Service Areas and comprised of two sections. Section 1 applies statewide. Section 2 is specific to each Service Area. Each Contractor must develop local protocol to carry out the Contract and the Operations Manual, and mechanisms to communicate the protocol.

The Operations Manual is intended to support the contract outcomes and principles described below.

A. Outcomes

- (1) **Safety**: Children are safely maintained in their homes whenever possible and appropriate. Children and youth served are protected from abuse and neglect, while promoting safety in the communities in which they live.
- (2) **Permanency**: The continuity of family relationships and connections is preserved for children and youth. Children and youth have permanency and stability in their living situations.
- (3) **Well-being**: Families have enhanced capacity to provide for their children's needs. Children and youth receive appropriate services to meet their educational, physical and mental health needs.

- B. **Service Delivery**: The Department and the Contractor will ensure the identified outcomes for the contract are met through a collaborative partnership focusing on respected and shared decision making that encompasses the principles of Family Centered Practice.

C. The Operations Manual also supports the philosophy that Family Centered Practice principles guide the work with children and families. The following values, beliefs and program characteristics serve as the foundation for the services to be delivered:

- (1) Safety for children/youth is the highest priority;
- (2) Safety of the community is the highest priority in cases involving youth adjudicated as delinquent;
- (3) The child and child's family is the focus of service;
- (4) Services work to promote family as the first priority permanency option for children and youth;
- (5) Services are provided in the least intrusive, most effective and efficient methods possible;
- (6) A child's education, physical and mental health needs are met;
- (7) Family and community connections will be maintained whenever possible;
- (8) People can and do change;
- (9) Family Centered practice basic values, beliefs, and principles guide the work;
- (10) A crisis is an opportunity for change;
- (11) Do no harm.

2. Use of the Operations Manual

- A. The Operations Manual is an attachment to the Contract. The Operations Manual provides direction to each Contractor and the Department on expectations for standardization in the operations and service delivery of the contract.
- B. The Operations Manual does not replace State Statute or the Department's policy in regard to the expectations for Children and Family Services or the Contractor. The Operations Manual clarifies how the Department's policy is carried out in an integrated system and describes the program expectations for the Contractor.
- C. Section I of the Operations Manual will be reviewed and amended as needed and agreed to by the parties. A request to amend the Manual shall be made in writing to the Service Area Contract Liaison or designee. The request shall include:
 - 1. Identification of the originator of the request.
 - 2. The date the request was submitted.
 - 3. The section of the Manual that needs to be changed.
 - 4. The proposed change.
 - 5. The reason the change is needed.
 - 6. Proposed time frames associated with the change.
- D. A statewide designated team of representatives from each Service Area, each Contractor and the Policy Section of the Department, will be established to review proposed changes to the Operations Manual. This team will meet on a monthly basis as needed. Protocols will be developed for the operation of the statewide team.
- E. A Service Area designated team of representatives from the Department and the Contractor's will be established to review Service Area changes.
- F. This Manual may be modified only by written amendment, duly executed by both parties. Every amendment shall specify the date on which its provisions shall be effective.
- G. Approved changes will be disseminated by the Department's Policy Section Operations Unit.
- H. The most current version of the Manual will be posted on the DHHS Children and Family Services web site.

3. Contractor and Department Roles and Responsibilities

The roles and responsibilities is a framework to support child-centered, family focused system development. The Child Welfare and Juvenile Services Reform is a concept built on a system of care design, which provides an integrated structure for children and families to be supported through the Child Welfare and Juvenile Services process.

The roles and responsibilities are built on the following core tenants:

- Partnering with children, juveniles, families and our lead agencies, to support family driven decision making and family centered practice;
- Effective communication with families, our lead agencies and external stakeholders to support outcome achievement; and
- Organize areas of responsibilities based upon the strength of our systems which best supports achievement of outcomes and conforms to statutory authority.

The roles and responsibilities provide a foundation for which operational guidelines can be developed for more specific definition and detail. The roles and responsibilities are not intended to reiterate policy or regulations. They should be viewed as a fluid design, which can be modified to benefit children, youth and families to achieve successful outcomes. Although information is provided below regarding the role of the Department, the purpose of the role and responsibility matrix is solely to define the obligations of the Contractor under this agreement.

Referral for Service Coordination

- A. The Department will refer a family to the contractor for service coordination at the time a case is determined to be opened for non-court involved or court involved status.
- B. Each Service Area will utilize a standardized referral form and protocol to provide contractors with information regarding new cases.

DHHS		Contractor
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<i>Case management is the sole Role and Responsibility of CFSS. All safety, permanency and placement approval remain the primary role of CFSS. CFSS staff in collaboration with the contractor and families will review information from the contractor that will support CFSS effective decisions making.</i>		<i>The contractor is responsible to provide services that will mitigate safety threats, provide permanency and wellbeing. Conduct ongoing assessments to assess behavior changes. Work in collaboration with CFSS to support outcome achievement.</i>
Safety Assessments		Safety Assessments
1. Initial Safety Assessment		1. Initial Safety Assessment
Determine safety threats.		
Request interpreter services or UA services from contractor during safety assessment, if needed.		<p>The contractor will have interpreter and drug testing services available for the CFS specialist to access during the initial assessment based on the need of the family.</p> <p>The Contractor will provide interpreter or drug testing service during the initial assessment phase within two (2) hours of the referral, or at the time requested by the Department.</p>
If present danger, complete protective action with immediate referral to contractor for service implementation.		Respond for provision of in-home and/or out-of-home safety services. If present danger and/or an immediate safety need exists, the Contractor will respond within 2 hours.
CFSS begins to identify relatives and informal supports. Begin filling out extended family form.		Locate an out of home placement and transport children for placement as needed as part of a Safety Plan.
Provide initial safety assessment to contractor via N-FOCUS.		Reviews Safety Assessment on N-FOCUS.
Determine if child/children is safe or unsafe.		

DHHS		Contractor
If safe, close and/or refer to community services, if needed.		
If unsafe, determine Court or Non-Court involved case.		Upon referral, Contractor will continue to identify and document extended family and informal supports.
Complete Safety Assessment on N-FOCUS.		Contractor will continue process of completing extended family form and kinship narrative on N-FOCUS.
2. Ongoing Safety Assessment		2. Ongoing Safety Assessment
Complete all ongoing safety assessments and updates required.		Provide factual information in writing regarding progress and concerns for updating safety assessments.
3 Out-of-Home Assessments		3 Out-of-Home Assessments
Conduct Out-of-Home Setting Assessments.		
Determine safety. Facilitate staffing with the Department, RD and contractor. For group home and residential assessments coordinate with other Divisions as required.		Attend necessary staffings with CFSS to address concerns found in the out-of-home assessment.
Safety Plan		Safety Plan
Determine whether an in-home safety plan, out-of-home safety plan or combination of both is needed.		Provide all supports and services needed to implement and maintain Safety Plan.
Write safety plan with the family and contractor and have the family sign the safety plan document.		
Determine suitability of safety plan participants including completion of all background checks.		Work with family to identify and recommend safety plan participants. Provide necessary information to CFS to complete background checks.

DHHS		Contractor
CFSS will manage Safety Plan and determine frequency of monitoring needed by contractor.		Contractor will monitor safety plan through face to face contact with the child and family and phone calls to safety plan participants.
		Contractor documents contacts and information related to their monitoring of Safety Plan on N-FOCUS.
		Contractor will give information to CFSS in regards to Safety Plan sufficiency and report any changes in circumstances that pertain to safety.
Update Safety Plan as needed with change in circumstances.		The Contractor shall verbally notify the Department within one (1) hour if there is a violation of the safety plan without an adequate contingency plan. The Contractor will remain on-site until safety can be re-established.
		Immediately report when present danger exists and take reasonable action to ensure child safety.
Conditions for Return		Conditions for Return
Develop Conditions for Return with input from family and Contractor. Document Conditions for Return on N-FOCUS. This is to be completed no later than 60 days after removal.		Review the Conditions for Return. Provide feedback on the family's progress.
Out of Home Placement		Out of Home Placement
Determine need for an out of home placement and notify Contractor.		
Prior approval of all out-of-home placements.		Recommend all out-of-home placements in compliance with policy.

DHHS		Contractor
Voluntary Placement Agreement for non-court involved when needed and provide copy to the Contractor.		
Provide written notification to the court of all placement changes and document initial removal on N-FOCUS.		Document placement on N-FOCUS.
Provide Contractor with all information known about the child and signed "Statement of Disclosure"..		Provide and review signed "Statement of Disclosure" to the caregiver and obtain caregiver's signature. Provide signed copy to the caregiver and the Department.
Prior approval of all placement changes.		Recommends all changes in placement seven days prior to the placement change.
1. Placement with Non-Custodial Parent		1. Placement with Non-Custodial Parent
Complete background checks on non-custodial parent and other household members as required.		Locate non-custodial parent for potential placement.
		Complete non-custodial parent approval and document on N-FOCUS
2. Emergency Approval.		2. Emergency Approval.
Complete background checks on all household members as required.		Locate relative or person known to the child or family for out of home placement and complete the walkthrough of residence.
Approve emergency placement.		Begin home study.
Parenting Time/Visitation Plans		Parenting Time/Visitation Plans

DHHS		Contractor
When court approval is not required, discuss with family, the Contractor, foster placement and legal parties when applicable. Determine level of supervision, duration, frequency of visits and who can be present during parenting time/visitation.		Discuss with family, CFSS, foster placement and legal parties when applicable. Assist with initial visit upon child or youth's removal. Recommend frequency, length and supervision of visits and complete written Parenting Time/Visitation Plan within 48 hours of placement outside the home to the CFSS within the parameters designated.
When court approval is required, discuss with family, the Contractor, foster placement and legal parties when applicable. Determine recommendation to court regarding level of supervision, duration, frequency of visits and who can be present during parenting time/visitation.		Discuss with family, CFSS, foster placement and legal parties. Assist with initial visit upon child or youth's removal. Recommend frequency, length and supervision of visits and complete written Parenting Time/Visitation Plan within 48 hours of removal from the home to the CFSS within the parameters designated.
		Provide written Parenting Time/Visitation Plan to CFSS and family utilizing the Visitation Plan on N-FOCUS.
		Assist with and/or make arrangements for the Parenting Time/Visitation Plan and plan for problems/emergencies.
Ongoing visitation, review contractor recommendation and approve as it relates to safety.		Evaluate with family and monitor effectiveness of Parenting Time/Visitation Plan and recommend changes and modifications.
		Complete summary documentation for visitations and progress reports on N-FOCUS.
Communications with the Court and legal parties, written and verbal.		Communications with the Court, and legal parties written and verbal.
Submit request to file a juvenile petition to County Attorney.		

DHHS		Contractor
Work with and communicate with the Department's attorneys.		The Contractor will contact CFSS to consult if they believe a request to involve the Department's Legal needs to be made.
Enter all legal actions into N-FOCUS.		Review all legal entries documented into N-FOCUS.
Meet with Service Coordinator to prepare for Court hearing and affirm decisions to be presented at Court.		Meet with CFSS to prepare for Court hearing and affirm recommendations to be presented at Court.
Attend all court hearings.		Prepare for court attendance. Attend court, (unless excused by CFSS or by Court), testify and /or provide written documentation.
		Ensure that all children and youth attend court unless otherwise directed by the Department or the Court.
Provide Contractor with all court orders.		If court case, follow specific orders and calendar dates for attendance.
Manage the adherence to all court orders, identify problematic court orders and request appeal of court orders when necessary.		
Request early reviews when applicable.		
Release or approve the release of written information on behalf of the Department.		Notify CFSS of request for written information received from legal parties and/or the Court.
		Document contacts with and information provided to legal parties.
		Immediately notify CFSS of any service of legal process including but not limited to summons, subpoena, or discovery notices related to the performance of the contract.

DHHS		Contractor
Maintain formal case file within Department.		
Protective Capacity Assessment.		Protective Capacity Assessment.
Review and finalize PCA to ensure it accurately reflects what must be changed with respect to the identified safety threat(s).		Draft Protective Capacity Assessment utilizing N-FOCUS, including engagement process with family.
Analyze and evaluate progress.		Ongoing assessment of family progress.

Family Team Meetings		Family Team Meetings
Attend Family Team Meetings monthly and provide safety analysis.		<p>Coordinate, schedule and attend all Family Team Meetings.</p> <p>Prepare written agenda, and facilitate monthly family team meetings when the family is not able to facilitate meeting.</p> <p>Address barriers with family and CFFS barriers to achieving safety, permanency and well-being.</p>
Review documentation of family team meetings.		Document all Family Team Meetings summarizing the outcomes of the meeting and any recommendation.
Case Plan and Court Report.		Case Plan and Court Report.
Identify with the family and the contractor the permanency objective, concurrent plan a date to achieve the permanency objective and case plan outcomes.		<p>During the family team meeting discuss the safety threats, the protective capacities and case plan outcomes</p> <p>Develop strategies to include formal and informal supports and/or services needed to assist the family in making sustainable change.</p>

DHHS		Contractor
Analyze, evaluate progress and approve Initial Case Plan and Court Report and incorporate all of the safety analysis and information. Initial Case Plan must be finalized within 60 days or sooner as required by the Court.		Draft initial Case Plan and Court Report on N-FOCUS no later than 45 days from date of referral or sooner as required by the CFSS.
Finalize on N-FOCUS.		Meet with family to go over the case plan goals.
Sign final Case Plan and Court Report.		Sign final Case Plan and Court Report.
Submit Case Plan and Court Report to the court and legal parties.		
Review recommendation and documentation regarding changes to the Case Plan or permanency objective.		Provide recommendation and written documentation to CFSS regarding changes to the Case Plan or permanency objective.
Finalize and submit updated Case Plan and Court Report to the court and legal parties.		Update Case Plan and Court Report prior to each review/permanency hearing and submit to the CFSS within the timeframe established within each service area.
Write and complete all requests for Termination of Parental Rights to County Attorney.		Submit recommendation to CFSS regarding the need to request that a Termination of Parental Rights should be requested.
Contact and visit with child, youth and family		Contact with child, youth and family
Contact and visit with each child or youth at least one time per month. These visits may occur in a setting other than where the child resides. All contacts will be documented on N-FOCUS.		Face to face contact and visit with each child or youth at least once per month. One contact per month must occur wherever the child resides. All contacts will be documented on N-FOCUS.

DHHS		Contractor
Contact and visit with all parents of children or youth when the child is residing with the parent or the permanency objective is reunification. All contacts will be documented on N-FOCUS.		Face to face contact and visit with all parents of children or youth at least monthly once per month when the child is residing with the parent or the permanency objective is reunification. All contacts will be documented on N-FOCUS.
Monitor that monthly contact and visits are happening.		
		Contact and visit caregivers of each child at least monthly in the home when the child is being cared for in an out of home setting.
Education		Education
School Notification Letter, identifying Service Coordinator to contact.		
Provide referral to the Early Development Network for all children under the age 3 if substantiated abuse and/or neglect.		
		Ensure education services are provided to children within their own home school district, and/or provide documentation why not in child's best interest.
		Attend IEP/ IFSP and participate in other school meetings pertaining to the child/youth.
Review all educational documentation to ensure all educational needs are being provided for.		Obtain all school grades and reports and use for court report updates.
Medical Needs of State Wards		Medical Needs of State Wards
Provide consent for all medical treatment, including routine medical care and inpatient medical treatment.		

DHHS		Contractor
Review all medical reports to ensure all medical, dental, and vision needs are being provided for.		Arrange for and manage so that medical, dental and vision needs are met.
Make all critical medical decisions; i.e., transplants, DNR, HIV testing.		
Review and maintain medical reports in the file.		Obtain copies of all medical and mental health reports for file.
Medical Needs of Parents and Non-State Wards		Medical Needs of Parents and Non-State Wards
		Assist family with arrangements to obtain medical, dental and vision services.
Mental Health/Substance Abuse		Mental Health /Substance Abuse
Provide consent for state wards for all mental health/substance abuse treatment, including inpatient treatment.		Work with Magellan to arrange for approvals and coordinate services.
Review all treatment reports to ensure all mental health needs are being provided for.		Coordinate with CFSS to determine the need for release of information. Complete all necessary referrals for mental health assessments including Pretreatment Assessment and Child and Family Assessment.
Provide consent for state wards for use or change of any psychotropic medication.		Assist the child, youth or parent to independently access mental health/substance abuse services.

Transportation		Transportation
		Provide or arrange for family and youth transportation needs as related to safety and case plan.
Foster Care Review Board (FCRB)		Foster Care Review Board (FCRB)
Provide access to the case file.		Provide access to the contractor file.

DHHS		Contractor
Collaborate with contractor to determine who will attend Foster Care Review Board meetings.		Collaborate with CFSS to determine who will attend Foster Care Review Board meetings.
Respond to FCRB specific questions and respond to questionnaire with collaboration of the contractor.		Respond to FCRB specific questions and respond to questionnaire in collaboration with CFSS.
Other Duties		Other Duties
Secure and maintain copy of child or youth's birth certificate and social security card,		
Notification to Tribe.		
Child Support Referral.		
Status Offenders		Status Offenders
The following represents unique responsibilities in serving this population.		The following represents unique responsibilities in serving this population.
Complete initial and all updates to YLS.		Draft interview summaries to update YLS.
CFSS/JSO are responsible for case management for delinquent youth committed to OJS. The following represents unique responsibilities in serving this population.		The Contractor staff is responsible for service coordination and delivery of services for delinquent youth committed to OJS. The following represents unique responsibilities in serving this population.
OJS Evaluation and initial YLS/CMI.		OJS Evaluation and initial YLS/CMI.
If the OJS evaluation is completed out of home, make a referral to the contractor for payment of out of home placement.		Provide payment for placement for OJS evaluation purposes. (non-detention)

DHHS		Contractor
Conduct the initial YLS, including referral to Magellan for CCAA.		
Youth is Committed to OJS		Youth is Committed to OJS
Make referral to contractor for service coordination. Provide copy of OJS evaluation, Conditions of Liberty and YLS to the Contractor within 24 hours of referral.		Review YLS and evaluation documentation.
Submit the necessary documentation for youth committed to the YRTC.		
Approve use of secure transport.		Upon approval from CFSS, provide or arrange for secure transport.
General Duties.		General Duties.
JSO makes decision to apprehend/detain; use mechanical restraints, electronic monitoring and search and seizure.		Provide documentation and information to support youth's need to be apprehended or detained.
Contact Child Abuse Hotline when information indicates possible child abuse and neglect.		Contact Child Abuse Hotline and CFSS when information indicates possible child abuse and neglect.
Conditions of Liberty		Conditions of Liberty
JSO completes Conditions of Liberty.		Contractor reviews Conditions of Liberty.
JSO amends Conditions of Liberty when needed with input from team. Provide copy of updated COL to contractor within 24 hours.		Provide JSO with updates on progress and safety concerns with youth and community. Information to JSO within 7 business days prior to due date.
		Notify the Department within 24 hours of becoming aware of a violation of COL.

DHHS		Contractor
		Notify the Department within one hour of becoming aware of any major law violations.
Behavioral Accountability Meeting. (BAM)		Behavioral Accountability Meeting. (BAM)
Facilitates and documents BAM meeting.		Schedule and attend BAM and provide any factual information on behavior, case progress, and concerns.
Determine any changes to the Conditions of Liberty and any additional decisions.		Enforce changes as established.
Update YLS		Update YLS
Update YLS and finalize on N-FOCUS.		Provide information regarding interview summaries for updated YLS in N-FOCUS.
Preliminary and Revocation Hearings.		Preliminary and Revocation Hearings.
Determine need to file revocation of parole, schedule hearing and provide notice to the contractor.		Attends the Preliminary and Revocation hearings with JSO.
Conducts and obtains all necessary information for Preliminary and Revocation Hearings.		Provide any collateral information and evidence needed for Preliminary and Revocation hearings prior to hearing and during hearing.
Completes and submits necessary paperwork to legal.		
Placement into detention and YRTC.		Placement into detention and YRTC
Authorize detention or arrange for YRTC commitment.		

DHHS		Contractor
Inform facility of Service Coordinator name and contact information when assigned.		
		Ensure placement is available at time of release from YRTC.
Case Closure.		Case Closure.
Review contractor recommendation. JSO determines case closure and completes discharge letter to Court and parolee letter. Close case on N-FOCUS.		Recommendation for case closure.
Adoption		Adoption
		Locate and recruit adoptive homes.
Complete adoptive placement agreement.		Complete or update Adoption home study.
Upon request arrange for adoptive parents to review child's file information.		
		Ensure each child has an up to date Life Book.
Determine need to secure competency evaluation for parent(s).		Identify potential competency issues and arrange for competency evaluations for parents in consultation with CFSS.
		Provide or arrange for relinquishment counseling.
Assess due diligence efforts and prepare affidavit.		Provide supporting documentation of Due Diligence and document on N-FOCUS. Arrange for publication for absent parent when not completed by County Attorney.
Prepare relinquishment paperwork and accept relinquishment. Complete acceptance letter(s).		Make contacts with parent's attorney to have them be present at relinquishment.

DHHS		Contractor
Approval or denial of exception request related to placing a child on the Adoption Exchange.		Place children on the Adoption Exchange or provide reason for exception.
Negotiate subsidies and complete subsidy paperwork.		
Determine whether an exchange of information contract would be in the child's best interest and enter into such agreement with proposed adoptive parent and parents.		Assist parent(s) and proposed adoptive family in developing a draft exchange of information contract.
Complete adoption placement packet paperwork and send to attorney.		
Attend team meeting		Schedule and attend a team meeting seven days prior to the Adoption finalization hearing.
Guardianship		Guardianship
Negotiate subsidies and complete paperwork.		

Independent Living/Former Ward		Independent Living/Former Ward
Independent Living Plan		Independent Living Plan
Analyze and evaluate recommendations and Approve Independent Living Plan as it relates to safety.		Assist youth age 15 through 18 in completing the Ansell-Casey Skills Assessment. Facilitate Team Meeting with youth, family and identified supports to develop an Independent Living plan.
		Include Independent Living Plan within case plan recommendation for youth ages 15 through 18.
		Identify and implement needed services to achieve Independent Living.

DHHS		Contractor
		Assist the youth in applying for and securing services to transition from wardship (e.g. former ward program).
Former Ward Financial Support		Former Ward Financial Support
Ensure the eligibility process begins timely so youth can access support and services prior to case dismissal.		
Process payments to former wards.		
ICPC/ICJ – Nebraska Wards Placed Out-of-State		ICPC/ICJ – Nebraska Wards Placed Out-of-State
The following represents unique responsibilities in serving this population.		The following represents unique responsibilities in serving this population.
Reviews recommendation and communicates with ICPC or ICJ Administrator at Central Office if approved.		Recommends out of state placement.
Approve ICPC or ICJ written request and paperwork submit to Central Office.		Prepare ICPC or ICJ written request and paperwork.

Into Nebraska from Another State		Into Nebraska from Another State
Provide case management and service coordination for all youth placed in NE through ICPC/ICJ.		The Contractor will not assume responsibility when Ward from another state has been placed into Nebraska, unless a new case is opened in Nebraska.
Arrange for home study and recommend acceptance or denial of request from other State		
Resource Development		Resource Development

DHHS		Contractor
1. Approval Homes (Relative or known to child only)		1. Approval Homes (Relative or known to child only)
		Complete all home studies for approved foster homes.
Complete background checks.		Obtain all information for background checks, including fingerprints.
Review approval home study.		Load home study on NFOCUS and document results on N-FOCUS.
		Load organization on NFOCUS.
Work with contractor and foster home to resolve complaints.		Report to the Department, complaints regarding approved homes.
2. Licensed Homes		2. Licensed Homes
Analyze, Evaluate and Approve Home Studies.		Complete home studies for licensed foster homes.
Approve and issue License.		Recommend to the Department initial and renewal licensing of foster/adoptive homes. Renewals must be completed within timeframes set out in Policy.
Complete background checks and provide results to contractor.		Obtain all information for background checks, including fingerprints.
		Load home studies on to N-FOCUS, including background check results.
		Load organizations onto N-FOCUS and maintain licensing.
Review investigation and any recommended corrective action plan, determine whether any licensing action is appropriate, impose negative licensing action (deny, revoke or suspend), or otherwise restrict use of placement.		Report to the Department and investigate complaints and licensing violations. Develop corrective action plan and manage compliance.

DHHS		Contractor
Review and grant requests for Waivers of Training requirements for licensed relative placements.		Request Waiver of Training requirements for relative placements.
Licensing violation complaints		Licensing violation complaints
Arrange for staffing with contractor, foster home and or facility. Approve and monitor corrective action plans. Document on N-FOCUS		Submit documentation of violation. Develop corrective action plan
		Participate in staffing with the Department.
		Complete corrective action plan as needed.
State and National Adoption Registry		State and National Adoption Registry
		Upon the request from an approved adoptive family, enter family's information onto the state and national adoption registry.

4. Documentation/File Retention

DHHS will be responsible for maintaining the official case file for each family. It is understood that this case record includes documentation maintained on NFOCUS, as well as the paper hard file. Service coordinators will maintain a working case file. All information maintained in any working file, must also be maintained in the official case file maintained by DHHS.

Because the day to day work with the family is the responsibility of the contractor, the contractor will be responsible for gathering reports and documenting various sections of the case file. Information gathered by the contractor shall be documented on NFOCUS in the appropriate case record or provided to the DHHS Child and Family Services Specialist to be placed in the DHHS case file. This information will assist CFS Specialists with maintaining safety decision responsibilities and court responsibilities.

N-FOCUS Documentation

- A. The Contractor will utilize N-FOCUS to document all activities related to children, youth and families with whom they are working. Documentation includes but is not limited to:
- 1) Assignment of service coordination
 - 2) All contacts and visits with youth, parents, providers, and other parties relevant to the case;
 - 3) Background checks;
 - 4) Family team meetings;
 - 5) Placements;
 - 6) Protective Capacity Assessment;
 - 7) Parenting Time/visitation plans/ summary of progress;
 - 8) Child's health, education, behavioral and emotional information;
 - 9) Case Plans and Court Reports;
 - 10) Child characteristics;
 - 11) Independent living plan,
 - 12) Violation of conditions of liberty;
 - 13) Home studies (including background checks); and
 - 14) Services provided,
 - 15) The Contractor will document all activities listed above on N-FOCUS within three (3) business days of completion of activities above unless otherwise specified.
 - 16) Documentation must be thorough and complete, and give the reader enough information to assess the case. This data may also be used for purposes of federal measures, and must be sufficient to meet the federal requirements.

5. Record Keeping

A. The Contractor agrees to keep a separate record on each of its foster or adoptive families. At a minimum the record will include:

1. Criminal History Records Check
2. References
3. Current and historical home studies
4. License issued by the state

B. The Contractor agrees to keep records related to subcontractors. At a minimum, the record will include:

1. Quality assurance review activities and results;
2. Training provided to or obtained by the subcontractor related to implementation of evidenced based or promising practices;
3. Ongoing training documentation;
4. Educational and credentialing requirements;
5. Background check information;

6. Transportation Standards

When children, youth and families are transported by employees, sub-contractors, foster and/or adoptive parents, volunteers, or interns of the Contractor, the Contractor must:

- (a) Be at least 19 years of age, (except immediate family and foster family members);
- (b) Have proof of a current and valid driver's license;
- (c) Have no more than three points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive;
- (d) Currently have no limitations that would interfere with safe driving;
- (e) Use seat belts and child passenger restraint devices as required by law;
- (f) Not smoke while transporting the client;
- (g) Not transport the client while under the influence of alcohol or any drug that impairs the ability to drive safely;
- (h) Not provide transportation if s/he has a communicable disease which may pose a threat to the health and well-being of the client;
- (i) Complete a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency; and
- (j) Have and maintain the minimum automobile liability and medical insurance coverage as required by law.
- (k) Utilize secure transportation in compliance with Department requirements.

7. Foster/Adoptive Home Studies and Approval Studies

A. The Contractor is responsible for assuring the applicable foster/adoptive home studies or approval studies are completed as directed in regulation and policy.

- 1) Adoption Home Studies that are current must be updated within 15 business days of a child being placed in the adoptive home.
- 2) Home Studies that are not completed for Adoption must be completed within 30 business days of a child being placed in the adoptive home.

B. All Department policies must be followed when completing foster/adoptive home studies and approval studies.

C. Minimum qualifications required for an individual who conducts foster/adoptive home studies or approval studies are:

- 1) A current resume showing education and experience. The individual must hold a Bachelor's Degree or higher in a human services field or must have experienced at least two years full-time employment in a human services field where job duties included interviewing, assessment, making professional determinations, and writing reports or narratives, and
- 2) Three positive letters of reference.
- 3) The following background checks must be completed on individuals who conduct home studies or approval studies:
 - (a) The Nebraska Child and Adult Abuse and Neglect Central Registers, and
 - (b) The Nebraska State Patrol Sexual Offender Registry.

D. In addition to the requirements set out above, all adoptive home studies must be completed by a licensed child placing agency.

E. The format to be used on any foster/adoptive home study or approval study is designated by the Department.

F. Recommend licensing waivers for relatives to the Department.

8. Required Reports

Report	Report Content Requirements	Report Timeframes	Report Submitted To:
Annual QI Model/ Program Reports	<p>The Annual Program Report shall include the following information on each data for EBP/PP and data for Non-EBP/PP's:</p> <ol style="list-style-type: none"> 1. Methods 2. Measures 3. Population/Sample 4. Descriptives 5. Results 6. Discussion 7. Limitations 8. Conclusions 	<p>The Annual Program Report is due August 15th of each year to include the information for a State Fiscal Year –July 1 through June 30.</p>	<p>The report (link) shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee. (link to ops manual for further detail)</p>

Report	Report Content Requirements	Report Timeframes	Report Submitted To:
Quarterly Report (State)	<p>The Contractor agrees to prepare and submit to the Department a quarterly report that shall include the information that is outlined in the Operations Manual and be submitted in the agreed upon format. At a minimum this report will include:</p> <ol style="list-style-type: none"> 1) Quarterly Summary <ol style="list-style-type: none"> a) General Overview (Broad Description of Accomplishments and Barriers during the quarter) b) Description of Strategic Partnerships / Collaborations (Accomplishments and Barriers in Collaborating / Partnering, Community Engagement, and Subcontractor Management) c) Results of the utilization of identified service models (Broad Narrative regarding the Achievement and any Barriers to reaching intended results) d) Future Plans / Next Steps (Broad Description of any Plans/Steps to address any identified barriers) 2) Contractor Employment Information 3) Foster Parent Recruitment and Retention Plan Update 4) Child and Family Services Plan Update 5) Disaster Plan Update 6) Chafee Foster Care Independence Plan Update 7) Training Plan Update 8) EBP/PP Quick Indicator (QI) Report 9) Non-EBP/PP Quick Indicator Report <p>*See below reports and plans for detail or the Quarterly Report Format</p>	<p>The State Fiscal Year is July 1 through June 30. Quarterly Reports are due the 15th of the month following the end of the quarter. If the 15th is a Holiday or falls on a week-end, the quarterly report is due the next business day.</p> <p>1st Qtr (Jul, Aug, Sept) report due October 15th</p> <p>2nd Qtr (Oct, Nov, Dec) report due January 15th</p> <p>3rd Qtr (Jan, Feb, Mar) report due April 15th</p> <p>4th Qtr (Apr, May, Jun) report due July 15th</p> <p>*Exception</p> <p>Another 4th Qtr report is due June 15th containing April and May information to meet the IV-B plan requirements</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>
Quarterly Staffing Report	<p>The Quarterly Staffing Report will include the following information:</p> <ol style="list-style-type: none"> 1. Contractor allotted FTE's for Service Coordinators; 2. Contractor Service Coordinator positions that are filled and able to carry a full caseload (they have completed training); 	<p>The Contractor will submit quarterly updates no later than the 15th of the month following the end of the</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the</p>

(State)	<p>3. Contractor Service Coordinator positions that are currently in training;</p> <p>4. Contractor Service Coordinator positions that are vacant;</p> <p>5. Do not report any forward fills at this time;</p> <p>6. Contractor allotted FTE's for Supervisor;</p> <p>7. Contractor Supervisor positions that are filled; and</p> <p>Contractor Supervisor positions that are vacant.</p>	quarter. (see quarterly report)	Central Office Contract Liaison or designee
<p>Length of Employment Quarterly Report</p> <p>(State)</p>	1.	The Contractor will submit quarterly updates no later than the 15 th of the month following the end of the quarter. (see quarterly report)	The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee

<p>EBP/PP Quick Indicator (QI)</p>	<p>This initial report is to be completed for each EBP/PP offered. The report will include:</p> <ol style="list-style-type: none"> 1. Name of Program; 2. Service Area; 3. Program Summary/Description; 4. Topics/Areas of Interest; 5. Outcomes; 6. Study Populations; 7. Settings, and 8. Level of Evidence information. <p>Quarterly reports will include information for the fidelity; Outcomes, and Implementation measures indicated:</p> <ol style="list-style-type: none"> 1. Fidelity/Implementation <ul style="list-style-type: none"> • Data Quality - What percentage are receiving instruments at the programs defined timeline? (For example, for HOMEBUILDERS®, what percentage of clients have data on NCFAS or NCFAS-R, do they receive the required measure at intake, at the start of the program, at discharge, or six weeks in?) • Data Quantity - What are some of the processes you have in place to ensure the data you receive is reliable? 2. Strengths / Weaknesses 3. Points for Improvement & Plan of Action 	<p>The Contractor will submit initial report by 12-1-09.</p> <p>The Contractor will submit quarterly updates if there are any model/program changes no later than the 15th of the month following the end of the quarter. (see quarterly report)</p> <p>Any introduction of new programs during the quarters requires a completion of a "Change of Program" form and a new "Quick Indicator" Report before the initiation of the program.</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee.</p>
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<p>Non – EBP/PP Quick Indicator (QI)</p>	<p>This initial report is to be completed for each Non-EBP offered. The report will include:</p> <ol style="list-style-type: none"> 1. Name of Program 2. Program Summary/Description 3. Topics/Areas of interest 4. Outcomes 5. Study Populations 6. Settings 7. Description of Measures for each outcome 8. Processes and any measures used to ensure appropriate implementation 9. New Program Implementation Plan/Time line <p>Quarterly reports will include information for the fidelity; Outcomes, and Implementation measures indicated:</p> <ol style="list-style-type: none"> 1. Fidelity/Implementation: <ul style="list-style-type: none"> • What are some of the processes you have in place to ensure the data you receive is reliable? 2. Strengths / Weaknesses: 3. Points for Improvement & Plan of Action: 	<p>The Contractor will submit initial report by 12-1-09.</p> <p>The Contractor will submit quarterly updates if there are any model/program changes no later than the 15th of the month following the end of the quarter. (see quarterly report)</p> <p>Any introduction of new programs during the quarters requires a completion of a "Change of Program" form and a new "Quick Indicator" Report before the initiation of the program.</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>
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Report	Report/Plan Content Requirements	Report Timeframes	Report Submitted To:
<p>Foster Parent Recruitment Plan and Quarterly Progress (State and Federal)</p>	<p>The Contractor will submit a Foster Parent Recruitment Plan. At a minimum this plan must outline goals and objectives that address:</p> <ul style="list-style-type: none"> • A description of the diligent recruitment of potential foster and adoptive families that reflect the ethnic and racial diversity of children in the Service Area for whom foster and adoptive homes are needed. • Individualized recruitment of homes including relative placements that will be supported by a continuum of services to support children, families and resource families to meet the needs of highly specialized youth (DD and Treatment, older youth, youth with diverse cultural needs, etc) • A protocol that "matches" children and youth with resource families • A protocol that required to actively search and identify non-custodial (both maternal and paternal) and other relatives for possible placement and as life long connections • How the contractor provides supports and education/ training for foster and adoptive parents and relatives and kin-care providers <p>Quarterly reports will include a description of the progress and accomplishments made with regard to the achievement of their goals and objectives outlined in their Foster and Adoptive Parent Recruitment and Retention Plan.</p>	<p>Initial Foster Parent Recruitment and Retention Plan due no later than 12/1/09</p> <p>The Contractor will submit quarterly updates no later than the 15th of the month following the end of the quarter. (see quarterly report)</p> <p>Any quarterly revisions require a revised plan to be submitted no later than June 15 of each year of the Contract.</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>

<p>Child and Family Services Plan (CFSP) and the Annual Program Service Plan Review (APSR)</p> <p>a.k.a. IV-B Plan</p>	<p>The State is required to submit a 5 year Child and Family Services Plan (CFSP) and Annual Progress Reports (APSR) each year to the Administration for Children and Families. This plan is commonly referred to as the IV-B Plan.</p> <p>Service Description: Contractors must describe the services they offer under each category: family preservation, family support, time-limited family reunification, and adoption promotion and support services. The description must include services currently available to families and children; the extent to which each service is available and being provided in different geographic areas and to different types of families; and important gaps in service, including mismatches between available services and family needs as identified through available data, including the mini CFRS results.</p> <p>APSR reports will include a description of the specific accomplishments and progress made toward meeting each goal and objective in the State's CFSP, including information on outcomes for children and families, and a more comprehensive, coordinated, effective child and family services continuum. In describing the progress and accomplishments.</p>	<p>The Contractor will submit quarterly updates no later than the 15th of the month following the end of the quarter. (see quarterly report)</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>
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<p>Disaster Plan Report and Quarterly Progress (Federal)</p>	<p>The Contractor will submit a Disaster Plan including all the details described. The disaster plan will at a minimum:</p> <ol style="list-style-type: none"> 1. Identify and locate children/youth placed in out-of-home care and all families that are assigned to the Contractor. 2. Identify, locate and continue availability of services for children/youth under State care or supervision that are displaced or adversely affected by a disaster. 3. Respond to new CFS cases in areas adversely affected by a disaster, and provide services in those cases. 4. Remain in communication with DHHS and other essential CFS personnel who are displaced because of a disaster; and 5. Preserve essential program records. 	<p>The Initial Disaster Plan will be submitted no later than 12/01/09.</p> <p>The Contractor will submit quarterly updates no later than the 15th of the month following the end of the quarter. (see quarterly report)</p> <p>Any quarterly revisions require a revised plan to be submitted no later than June 15 of each year of the Contract.</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>
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<p>Chafee Foster Care Independence Plan and Quarterly Progress (Federal)</p>	<p>Contractors will submit an Independent Living plan. The plan must describe how youth of various ages and at various stages of achieving independence are to be served. In their plans, Contractors must describe how they are serving: (1) youth under age 16; and (2) youth ages 16 to 21.</p> <p>Description of Program Design and Delivery: As required by Chafee Independent Living section of the CFSP must address how the Contractor will design, conduct and/or strengthen programs to achieve:</p> <ul style="list-style-type: none"> • Help youth transition to self-sufficiency; • Help youth receive the education, training, and services necessary to obtain employment; • Help youth prepare for and enter post-secondary training and educational institutions; • Provide personal and emotional support to youth aging out of foster care through mentors and the promotion of interactions with dedicated adults; • Provide financial, housing, counseling, employment, education and other appropriate services and support to former foster care recipients between 18 and 21 years of age 	<p>The Initial Chafee Plan will be submitted no later than 4/1/10.</p> <p>The Contractor will submit quarterly updates no later than the 15th of the month following the end of the quarter. (see quarterly report)</p> <p>Any quarterly revisions require a revised plan to be submitted no later than June 15 of each year of the Contract.</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>
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<p>Licensing Waivers</p> <p>Report included in the IV-B Plan (Federal)</p>	<p>HHS is required to submit a Report to ACF on children placed in relative foster family homes and the use of licensing waivers.</p> <ul style="list-style-type: none"> • The number and percentage of children in foster care placed in licensed relative foster family homes (Will get from N-FOCUS) • The number and percentage of children in foster care placed in unlicensed relative foster family homes (Will get from N-FOCUS) • The frequency of case-by-case waivers of non-safety licensing standards for relative foster family homes (Will get from N-FOCUS) • An assessment of how such case-by-case waivers of non-safety licensing standards have affected children in foster care, including their safety, permanency and well-being; • Reasons why relative foster family homes may not be licensed despite authority to grant such case-by-case waivers of non-safety licensing standards; • Actions the Contractor plans to take or is considering taking to increase the percentage of relative foster family homes that are licensed while ensuring the safety of children in foster care and improving their permanence and well-being; and • Suggestions the Contractor has for administrative and/or legislative actions to increase licensed relative care. 	<p>The Contractor will submit quarterly updates no later than the 15th of the month following the end of the quarter. (see quarterly report)</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>
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Report	Report Content Requirements	Report Timeframes	Report Submitted To:
<p>Quarterly Financial (State and Federal)</p>	<p>The Contractor agrees to prepare and submit a quarterly financial report to the Department, in a format prescribed by the Department.</p> <p>The report shall include a breakdown of all expenses incurred for direct and indirect costs of operation against all payments received. Minimum requirements are being determined with DHHS Operations</p>	<p>The report shall be submitted to the Department within thirty (30) calendar days after the end of the State Fiscal Quarter.</p> <p>The State Fiscal Quarters are July through September, October through December, January through March, and April through June.</p>	<p>The report shall be submitted to the Service Area Administrator, the Service Area Contract Liaison and the Central Office Contract Liaison or designee</p>

9. Issue Resolution

A. In situations when the Contractor or Department has concerns with case specific issues the following process shall be followed until the issue is resolved. All case specific conflicts between the Department and the Contractor will be resolved with family input as appropriate. Conflicts should be given timely attention. Resolution of conflicts that involve child safety or community safety will be resolved within two (2) hours of identification.

- 1) The CFS Specialist and Service Coordinator should attempt to resolve the issue. If not then:
- 2) The CFS Supervisor for the Department and the Contractor shall be notified and attempt to resolve the issue. If not then:
- 3) The CFS Administrator and Contractor identified administrator shall be notified and attempt to resolve the issue. If not, then:
- 4) The Service Area Administrator and Contractor equal representative will be notified and attempt to resolve the issue. If not, then:
- 5) The issue will be sent to the CFS Policy Section Administrator who will work with the Director to make a final decision, which will be final.
- 6) At any time throughout this process parties may consult with the Service Area Contract Liaison or the CFS Policy Section.
- 7) If resolution on a recommendation to the court cannot be reached DHHS will determine the recommendation to be presented to the court and will make the court aware of the Contractor's position regarding that recommendation.

B. In situations when the Contractor or Department has concerns with non-case specific contract issues the following process shall be followed until resolution. Conflicts should be given timely attention, and not to exceed 10 business days, unless an extension is agreed upon by both parties. At any time throughout this process parties may consult with the CFS Policy Section.

- 1) The Service Area Contract Liaison and Contractor representative should attempt to resolve the issue. If not then:
- 2) The Service Area Administrator and Contractor equal representative will be notified and attempt to resolve the issue. If not, then:
- 3) The issue will be sent to the CFS Policy Section Administrator who will work with the Director to make a final decision, which will be final.

The Department will record and track the outcome of the Issue Resolution.

10. Quality Improvement

- A. The Department and the Contractor agree that Comprehensive Quality Improvement (CQI) in Nebraska is defined as: the complete process of identifying, describing, and analyzing strengths and identifying areas needing improvement and then testing, implementing, learning from and revising solutions. CQI is firmly grounded in the overall mission, vision and values of the agency. CQI is the ongoing process by which an agency makes decisions and evaluates its progress.
- B. The Department and the Contractor agree that Quality Assurance Activities (QA) are the methods of how the data and information is gathered, analyzed and then used to identify the strengths and areas needing improvement for the CQI process. These activities use a random sample to obtain their data and help to assure the safety, permanency, and well-being of children.
- C. The Department and the Contractor agree that Contract Monitoring activities should ensure that contractors are accountable and in compliance with the terms and conditions of their contracts. In addition, the Contract Monitoring process should examine the elements of contracts related to safety, permanency and well-being.
- D. The Department and Contractor agree that the QA and Contract Monitoring activities then produce reports with data and information relevant to our outcomes for Children and Families at the contractor, local, Service Area and State levels. This link to outcomes will ensure that Contract Monitoring and QA activities result in data and information becoming key CQI elements going forward.
- E. The Department and the Contractor agree to institute CQI Teams in each Service Area. CQI Service Area Teams:
 - 1) These teams will be minimally made up of Local Service Area Department and Contract Staff. The Service Area may decide to include other partners such as field staff, FCRB (Foster Care Review Board), Foster Parents, CASA (Court Appointed Special Advocate), Education, County Attorneys, families, youth, trainers etc.
 - 2) These teams will review data and discuss system issues that need to be addressed. They will review both contractor and state data. It is the expectation of this team to review information/data prior to quarterly meetings and be prepared to communicate and provide technical assistance to the Service Area, when needed.
 - 3) The Service Area CQI team will work in cooperation with local offices to identify strengths and barriers that exist. In addition, Service Area CQI teams will work with local offices to develop performance improvement plans, and will monitor those plans quarterly with the local offices. If a local office is doing well, the CQI teams will coordinate with that office to provide technical assistance to other local offices, when needed.

- 4) Participants on the team will analyze existing data, contribute additional data/relevant information, and hypothesize contributions at the following levels.
 - (a) Client Level (are there ways to solve the problem by changing how we interact with the client?)
 - (b) Program Level (Are there ways to solve the problem by modifying the program that serves the client?)
 - (c) Community Level (Are there ways to solve the problem through local community resources?)
 - (d) Design and promote development of strategies which can be implemented to alleviate the identified issues.
- 5) These CQI teams will be lead by the Central Office QA Program Specialists who will prepare for and coordinate the meetings. These teams will meet at least quarterly.
- 6) Performance Improvement Plans and the strengths documents in the Service Area will be shared with the Statewide CQI Team on a quarterly basis after each team meeting. *These teams will be implemented on June 1, 2010.* The focus of these meetings will be to identify 3 areas for change
 - (a) If data indicates an issue related to Safety, at least one of the areas will be in Safety; otherwise, areas for change will be selected for which the data indicates the greatest need for improvement.
 - (b) A standard performance improvement plan and Strengths format will be used across the state. Issues identified within a specific Local Office will develop and submit their performance plan at the next quarterly meeting for monitoring and discussion.
 - (c) Each Local Office that is doing well can offer technical assistance to other Local Offices in need of that service.
 - (d) Performance improvement plans and Strength Plans will be posted on a shared website.
 - (e) This team will be responsible for gathering data to justify why a certain site should be picked for the NE CFSR in their Service Area. This will not apply to the ESA.
 - (f) Performance improvement plans (PIP) will be developed and submitted to the Department Service Area Contract Liaison within 7 days of penalty assessment.
 - (g) The Department retains the authority to recommend changes to any performance improvement plan.
 - (h) The Contractor will immediately implement the PIP upon Department approval.
 - (i) The Department will monitor the PIP by reviewing progress reports provided by the Contractor.
- 7) Communication- written commendations/recommendations from the Service Area Teams will be posted, utilizing the Department's website for posting and notifying staff (department, contractor, and partners.)

F. The Department and the Contractor agree to institute a Statewide CQI Team.

- 1) This team will be minimally made up of Service area and Central Office Department and Contract Staff. Some suggested participants would be QA and Training management other stakeholders including families and youth.
- 2) This team will review all Performance improvement plans from the Service Areas as well as strengths in practice. In reviewing, this team will start to identify statewide trends of best practice and areas needing improvement.
- 3) Once promising practices are identified then it is the task of this team to communicate that with the Service Areas.
- 4) Analyzing statewide data will be part of the task for this team as well.
- 5) After statewide data analysis - Identify data gaps and specifics for collection in order to develop statewide strategies.
- 6) This team will meet at least quarterly to monitor and review PIP activities, Service Area Performance improvement plans and Strengths Plans as well as other CQI activities. Maintaining open and clear communication with the Service Areas will be important to the success of the CQI process. This team will be implemented in September 2010.
- 7) Communication – Written commendations / recommendations from the Service Area Team to the State Team; Contractor; and front-line staff.
- 8) Quarterly communication will be posted, utilizing the Department's website for posting and notifying staff (department, contractors, and partners).

G. Types of Reviews:

- 1) Nebraska Child and Family Services Review – NE CFSR
 - (a) Conducted in each Service Area in 2012
 - (b) Contractors will arrange, coordinate and pay for any cost associated with the review which includes their own staff and any external partners from the community. This could include but not be limited to reviewers training, motels, mileage, and meals. The Department will be responsible to pay for any expenses that the Department staff inquires including meals, mileage, motels, and wages.
 - (c) Contractors and the Department will co-lead facilitation of the Local Area Assessment. It will be up to the Local Service Area what staff serves in this capacity.
 - The co-leads for the Local Area Assessment will have the following responsibility:

- The Local Area Assessment process should begin six months before the on site CFSR review.
- Invite the Service Area Administrator to open the Initial Advisory Team meeting.
- Schedule Meetings
- Facilitate meetings
- Ensure participation and representation on the Advisory Team.
- Ensure the minute keeper is accurate at documentation of information.
- Write the report including obtaining feedback from the Advisory Team.
- Submit the report for review by the Service Area Administrator, the Child and Family Services Administrator and the lead manager for each Contractor in the Service Area. This report will be due two months prior to the on site CFSR review.
- Submit a copy of the final report to the Local Service Area CQI team as well as the Statewide Service Area CQI team.

- (d) Service Areas with multiple contracts will have one CFSR, which is coordinated between all contractors.
- (e) Reviews will be conducted in pairs (one internal and one external). Contractors are considered external reviewers. Reviews will include other external stakeholders. Reviewers will not have prior casework or supervisory responsibility for any of the cases that are being reviewed. Reviews for each area will not be conducted simultaneously, but occur over a 4 to 5 month period.
- (f) The period of review will be a 12 month period. It will go back 12 months from the date of the on site review.
- (g) The Tool and Guidebook will be the Federal CFSR Tool and Guidebook.
- (h) Sample size: Will include both In-Home and Out-of-Home Cases as well as court involved and non-court involved cases. In the event there are not a sufficient number of in-home cases available at a site, the number of foster care cases will be increased. The sample size for each site may only be reduced when there are not a sufficient number of cases to draw from the sample.

ESA

19 cases

11 Foster Care and 8 In-home

WSA, CSA, NSA, SESA

14 cases at each site

8 Foster Care and 6 In-home

75 total cases Statewide

- (i) Criteria for site selection:

ESA will review cases from both counties, Sarpy and Douglas

Other Service Areas will propose sites in their Service Area that might:

-Represent a mix of population sizes and different geographic area like a rural area or a mid-sized area.

-Represent areas with significant Native American or other populations.

-Represent sites that implemented innovative practices and programs that appear to be achieving more positive outcomes than in other areas, or where they might want to explore the impact of specific practices and programs.

-Represents an area that merits further study into data that is of interest. (Site experiencing an increase in non-relative guardianships)

-A recommended site and a back up site for each Service Area and the reason the sites were preferred will be first approved by the Local Service Area CQI team and then sent on to the Statewide CQI team for final approval.

-After the site is approved then a pull from N-Focus will take place to make sure there are enough cases to complete a review at the site..

2) Mini CFSR's

- (a) Conducted quarterly 2010 and 2011 January, April, July, and October. This will meet the requirement to measure the progress of the Program Improvement Plan.
- (b) The Department file reviews only (no interviews except for items 17-20) Phone interviews will be conducted on these items with the child (school age), the child's parents, the foster parents, pre-adoptive parents, or other caregiver. The caseworker and other professionals who might be knowledgeable about the child and their family. The minimum number of interviews will be three which will include the child (school age), parents, and the caseworker.
- (c) Sample size: Will include both In-Home and Out-of-Home Cases as well as court involved and non-court involved cases. In the event there are not a sufficient number of in-home cases available at a site, the number of foster care cases will be increased. The sample size for each site may only be reduced when there are not a sufficient number of cases to draw from the sample.

ESA

19 cases

11 Foster Care and 8 In-home

WSA, CSA, NSA, SESA

14 cases at each site

8 Foster Care and 6 In-home

75 total cases Statewide

- (d) The first year the Department will require a 2nd level review of cases by Department Staff trained in the CFSR process and procedures. This staff person will only do 2nd level review and be available for questions to help support the other reviewers. 2nd level review will take place on 100% of the cases. HHS QA staff will be the 2nd level reviewer for this process and one HHS staff from each Service Area will serve as a backup for the QA staff. During the first year of the review a Contractor in each Service Area will identify one of their reviewers that has reviewed for six months and then they can start to shadow the HHS QA staff as a 2nd level reviewer so that they can review on their own during year 2.
- (e) The period of review will be a 12 month period. It will go back 12 months from the date of the on site review.
- (f) Reviews will be conducted in pairs of HHS staff and Contractors. To avoid potential conflicts the reviewers should have no prior casework or supervisory responsibility for the cases that are being reviewed.
- (g) The Tool and Guidebook will be the Federal CFSR Tool and Guidebook.
- (h) Criteria for site selection: Cases will be randomly pulled from the entire Service Area and will meet the following criteria.

Foster care case is defined as: The case is a foster care case if the target child was in foster care at any time during the period under review. A child is considered to be in foster care if the State child welfare agency ("the agency") has care and placement responsibility for the child. This includes a child who is placed by the agency with relatives or in other kin-type placements, but the agency maintains care and placement responsibility. It does not include a child who is living with relatives (or caregivers other than parents) but who is not under the care and placement responsibility of the agency.

In-home case is defined as: The case is an in-home services case if no child in the family was in foster care at any time during the period under review, and the case was open for at least 60 days.

- 3) Review of Service Model (Evidence Based and Promising Practices and Non-Evidence Based Programs)
 - (a) The Contractor will complete a Quick Indicator form for each (current and new) program used with in the Contractor's Service Model (both EBP/PP and Non-EBP/PP). The Quick Indicator form includes, but is not limited to: a summary, areas of interest, outcomes, populations, settings, level of evidence, history, adaptations, fidelity measures, and the time line.
 - (b) The Contractor agrees to provide initial and ongoing education to Department staff on their EBP/PP models.
 - (c) The Contractor will submit Quarterly Reports and an Annual Report regarding the use of their EBP/PP models including their analysis of the data. The Quarterly and Annual Report format will be provided by The Department.
 - (d) The Contractor will notify the Department of any initiation, change or deletion of any program, on a form designated by the Department.
- 4) Out of Home Care facilities
Licensing of Foster and Adoptive Homes
Approval of Relative Homes and Child Specific Homes
 - (a) The Department will review all licensing packets and approved homes to determine that the Contractor is ensuring that all licensing/approval requirements and time frames are being met.
 - (b) The Contractors will ensure that all licensed and approved foster homes are aware that the Department may arrange or drop in to conduct random compliance checks of the licensed home.
 - (c) The Department will review a sample of completed Home Studies for content and timeliness.
 - (d) The Department will review a sample of each Contractors Home Studies using a review tool and guidebook, beginning November 2010.
 - (e) Every two years, the Department will review the personnel file of each Contractor staff that has direct contact with children and families, beginning in January 2010.
 - (f) Every two years, the Contractor will review the personnel file of each sub-contractor staff that has direct contact with children and families, beginning in January, 2010, with the Department approved review tool.
- 5) N-FOCUS Data Entry & Data Integrity
 - (a) The Department will review the timeliness and quality of data entered into N-FOCUS by the Contractor.

- 6) Satisfaction Surveys
 - (a) Department Staff will conduct surveys of CFS Specialist related to determine the responsiveness and customer service provided by Service Coordinators using agreed upon tools.
 - (b) Contractors will conduct surveys of Service Coordinators to determine the responsiveness and customer service provided by CFS Specialists using agreed upon tools.
 - (c) The Department will solicit feedback from clients and stakeholders, utilizing satisfaction surveys or other methods.
- 7) Utilization Management
 - (a) UM Data will be shared with the Service Area Quality Assurance Teams and at the statewide level. The report format and collection process of the data will be outlined by The Department.
- 8) Site Visits
 - (a) The Department may conduct site visits to observe interactions between children, youth and families and Contractor staff.
- 9) Family Team Meetings
 - (a) An equal number of Family Team Meetings will be reviewed in each Service Area by the Contractor and the Department each month, using an established tool and guidebook, mutually agreed upon by the Department, beginning April 2010.

11. Insurance Requirements:

The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or Contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Contractor hereunder. If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

- A. **Workers' Compensation Insurance:** The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractors' employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.
- B. **Commercial General Liability Insurance and Commercial Automobile Liability Insurance.** The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or **indirectly** employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and

any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

C. Insurance Coverage Amounts Required
Amounts Required

- 1) Workers' Compensation and Employer's Liability
Coverage A Statutory Coverage B
Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$500,000 policy limit
Bodily Injury by Disease \$100,000 each employee
- 2) Commercial General Liability
General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$2,000,000
Personal/Advertising Injury \$1,000,000 any one person
Bodily Injury/Property Damage \$1,000,000 per occurrence
Fire Damage \$50,000 any one fire
Medical Payments \$5,000 any one person
- 3) Commercial Automobile Liability
Bodily Injury/Property Damage \$1,000,000 combined single limit
- 4) Umbrella/Excess Liability
Over Primary Insurance \$1,000,000 per occurrence

D. Evidence of Coverage

The Contractor shall furnish the DHHS with a certificate of insurance coverage complying with the above requirements. The certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto. Notice of cancellation of any required insurance policy must be submitted to DHHS when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

12. Professional Development/Training

Both the Department and the Contractor provide for the professional development of staff through different training opportunities. When training is offered a coordinated effort must be made to share information with each other about the training, and invite staff from the other agency to the training.

A. Initial and Ongoing Service Coordination Training

- 1) All Service Coordinators and Service Coordinator Supervisors must participate in mandatory pre-service training related to Child and Family Services. The Department will be responsible for developing the training curriculum and provide the training curriculum to the Contractor. Contractors will be responsible for providing the training to the Service Coordinators and Service Coordinator Supervisors beginning January 1, 2011.
- 2) In addition to pre-service training each Service Coordinator and Service Coordinator Supervisor must have a minimum of 24 hours of ongoing training per calendar year. The training received will support the development of skills to be a more effective Service Coordinator or Service Coordinator Supervisor.

If a Service Coordinator or Service Coordinator Supervisor has previously completed the Department's New Worker Training for a Children and Family Services Specialist, the Contractor may submit a written request to the Department's Service Area Administrator to waive the requirement that the Service Coordinator also complete Service Coordination pre-service training.

B. Ongoing Training

- 1) The Department and the Contractor are responsible for coordinating training that is offered to Service Coordinators, Service Coordinator Supervisors. The Department and the Contractor jointly determine who should attend the training.
- 2) All training efforts will be done in collaboration between the Department and the Contractor.

C. Service Coordinator Competency

The Contractor will provide training progress reports and assessment tool scores on all Service Coordinators participating in pre-service training to the Department upon request to ensure competency.

13. Performance Accountability

- A. All Outcome measures will include court and non-court involved children and families unless otherwise specified. Outcome measures and other terms specified in this document are primarily measures of federal standards for safety, in-home permanency, achievement of permanency and well-being of children and their families, as well as community safety. Verification and validation of data reported by the Contractor will be conducted by the Department's Quality Assurance and Contract Monitoring staff, the Department's Child & Family Service Specialists. Quality of data measures will be assessed utilizing the Child & Family Service Review On-site Review Instrument, when appropriate or other tools identified by the Department. Quality Reviews will be conducted by CFS Specialists, CFS Supervisors, CFS Administrators and QA staff.
- B. If these outcomes or specified terms are not achieved, the Contractor will work collaboratively with the Department to develop and implement an effective performance program improvement plan (PIP.). Failure of the contractor to successfully meet the PIP requirements within PIP timeframes may result in termination of this contract and/or damages. Some outcomes may also be tied to financial penalties and incentives. All outcomes will be posted on the Department's Website for public viewing.
- C. The Contractor and the Department will review the data measures regularly through QA activities and as otherwise needed.
- D. The performance measures described below will be measured effective the date the Contractor assumes Service Coordination activities for the family.

Outcome Measures A. Newly assigned cases are engaged in the program and receive services

	CSA	ESA	NSA	SESA	WSA	Measure
A.1	98%	98%	98%	98%	98%	% of families will have a face-to-face contact with the contractor's assigned service coordinator no later than one calendar day following the referral from the Department.
<p>Definition</p> <p><u>Assigned Service Coordinator</u> should be the first contact if at all possible. If the assigned Service Coordinator cannot meet within the next calendar day, the person taking their place should have knowledge of the Contractor's organization and be able to provide service and support to the family and begin the establishment of a working relationship.</p> <p><u>Referral from the Department</u> is defined as the receipt of a complete and accurate written Referral Form from the Department to the Contractor.</p> <p><u>Contact with the family</u> is defined as a face to face contact with the Primary Caregiver (parent/custodian). Exception would be parents/caregiver that is incarcerated; hospitalized; not allowed or able to entertain visitors; dependency cases where the parents/caregivers cannot be located or identified; family conflicts otherwise causing the missed contact.</p> <p>Contractor shall document Contractor assignment of each child on N-FOCUS. The "date on the Referral Form" shall be the "Begin Date" of Contractor involvement.</p> <p>Contractor shall document the contact with the Primary Caregiver on N-FOCUS in the "Visit with Parent" narrative field. The Occurrence Date will be the date utilized to compare to the Begin Date. Contractor shall document Exceptions by documenting "Unsuccessful Efforts" on N-FOCUS. Verification of the information will be conducted by the Department.</p> <p><u>Formula: Number of families referred to the contractor in a given month with face to face contact within one calendar day following the referral divided by the total number of families referred.</u></p> <p>The operational data will be reported using N-FOCUS. We would utilize a narrative field and compare the Occurrence Date with the Date that the case was referred to the Contractor. The Exceptions will be reported separately.</p> <p>This will be monthly measure reported on a quarterly basis, utilizing raw numbers.</p>						

Outcome Measures

B. Children are safe from abuse and/or neglect

	CSA	ESA	NSA	SESA	WSA	Measure
B.1	95%	95%	95%	95%	95%	% of children will not experience any substantiated abuse or neglect during the first 180 days of services
<p>Definition</p> <p>Substantiated Abuse or Neglect is defined as individual children with allegation findings of Court Substantiated, Agency Substantiated, or Court Pending.</p> <p><u>Children Referred</u> is based on the information on the Referral Form</p> <p><u>Incident date</u> will be utilized so as not to penalize contractor for something that occurred prior to their involvement.</p> <p><u>Formula: Total number of children referred to the contractor that did not have a substantiated finding of abuse or neglect for an incident date between date of referral to the contractor and 180 days past referral date, divided by the number of children and youth referred to the contractor during the same 180-day period.</u></p> <p>The calculation of the denominator will include ALL children identified by the Contractor in the Contracted Organization Assignment fields in N-FOCUS.</p> <p>Exclude foster parent/Contractor Employee from this measure.</p> <p>Exclude Expungements</p> <p>Reported monthly based on a rolling year. The operational data comes from N-FOCUS.</p>						

Outcome Measures

B. Children are safe from abuse and/or neglect

	CSA	ESA	NSA	SESA	WSA	Measure
B.2	100%	100%	100%	100%	100%	% of families referred to the Contractor for Safety related services will receive the services within 2 hours of referral by the Department.
<p>Definition</p> <p>Referral for Safety Services is defined as the Department contacting the telephone contact number for the provision of safety services and requesting a 2 hour response time. The Department will provide the Contractor (at a minimum) with name, address and directions to the location. The Department shall share all information they have with the Contractor.</p> <p><u>Receiving safety services</u> is defined as at least one trained service coordinator or service provider providing the necessary safety services within 2 hours of referral of a new family or services for an existing family that is now determined to have a need for safety services. The Contractor records the time and date of the referral and written or electronic validation of the time of initiation of service delivery. Verification of the information will be conducted by the Department.</p> <p><u>Formula: Number of families referred to the contractor for safety services with a 2 hour response from the time of the referral divided by the total number of families referred for immediate safety services.</u></p> <p>Exceptions include items such as weather (warning or declaration not to travel); natural disasters.</p> <p>The Contractor shall report this information monthly. The data will include date and time of all Referral Forms where the "immediate response" field is entered and the date and time that the Contractor met with the family.</p> <p>This is a monthly measure. Contractors report this data.</p>						

Outcome Measures

B. Children are safe from abuse and/or neglect

	CSA	ESA	NSA	SESA	WSA	Measure
B.3	99.68%	99.68%	99.68%	99.68%	99.68%	% of children and youth in out-of-home care will not experience substantiated abuse or neglect from a foster parent or employee at an out of home care facility during a 12-month period.
Definition	<p>Out-of-Home Care is defined per AFCARS criteria in determining youth in out-of-home care</p> <p><u>Formula: Total number of children and youth in out-of-home care during the most recent 12 month period that did not have a substantiated finding of abuse or neglect perpetrated by a foster parent or employee at a facility divided by the number of children in out-of-home care during the same 12-month period.</u></p> <p>Children and youth identified in the Contracted Assignment function on N-FOCUS who are or were in out of home care during the reporting time period. The substantiated abuse/neglect would be located in Allegation that has a substantiation finding where the perpetrator is identified as a foster parent or an employee of an out of home care facility.</p> <p>Reported monthly based on a rolling year. The operational data comes from N-FOCUSFOCUS.</p>					

Outcome Measures

B. Communities are safe

	CSA	ESA	NSA	SESA	WSA	Measure
B.4	100%	100%	100%	100%	100%	%of youth referred to the Contractor for Community Safety related services will receive the services within 2 hours of referral by the Department.
Definition	<p>Referral for Community Safety Services is defined as the Department contacting the telephone contact number for the provision of community safety services and requesting a 2 hour response time. The Department will provide the Contractor (at a minimum) with name, address and directions to the location. The Department shall share all information they have with the Contractor.</p> <p>Receiving community safety services is defined as at least one trained service coordinator or service provider providing the necessary community safety services within 2 hours of referral for services. The Contractor records the time and date of the referral and written or electronic validation of the time of initiation of service delivery. Verification of the information will be conducted by the Department.</p> <p><u>Formula: Number of families referred to the contractor for safety services with a 2 hour response from the time of the referral divided by the total number of families referred for immediate safety services.</u></p> <p>Exceptions include items such as weather (warning or declaration not to travel); natural disasters.</p> <p>The Contractor shall report this information monthly. The data will include date and time of all Referral Forms where the "immediate response" field is entered and the date and time that the Contractor met with the family.</p> <p>This is a monthly measure. Contractors report this data.</p>					

Outcome Measures

B. Communities are safe

	CSA	ESA	NSA	SESA	WSA	Measure
B.5	NA	NA	NA	NA	NA	% of delinquent youth who are Direct Commits will not be ordered to the YRTC during the period under review.
Justification	Collect data for one year to establish a baseline. Enhance N-FOCUS to collect this data effective November 2009. Baseline data can be reviewed in November 2010 utilizing N-FOCUS.					
Definition	<p><u>Direct Commit</u> is defined as any youth found to have committed a crime and placed by the court in the custody of the Office of Juvenile Services for placement at any location except the YRTC.</p> <p><u>Formula: The total number of delinquent direct commit youth not placed in the YRTC divided by the total number of direct commit youth during the report period.</u></p> <p>The baseline will be established beginning November 2009 through 2010 using N-FOCUS.</p> <p>OJS commitment status and placement of the youth are the N-FOCUS data that will be used.</p> <p>Reported monthly based on a rolling year. The operational data comes from N-FOCUS.</p>					

Outcome Measures

B. Communities are safe

	CSA	ESA	NSA	SESA	WSA	Measure
B.6	80%	80%	80%	80%	80%	80% of delinquent youth discharged from the YRTC will not return (either by parole revocation or recommitment) twelve (12) months from the date of release from the YRTC.
Definition	<p>Twelve (12) month time period begins on the date of Parole (date of release the YRTC)."</p> <p><u>Formula: Total number of delinquent youth with their parole revoked, divided by the total number of delinquent youth paroled.</u></p> <p>Documented placements at the YRTC will be used in the calculation.</p> <p>Recommitment is included in revocation numbers.</p> <p>Reported monthly based on a rolling year. The operational data comes from N-FOCUS.</p>					

Outcome Measures

C. Children are maintained at home with family

	CSA	ESA	NSA	SESA	WSA	Measure									
C.1	50%	50%	50%	50%	50%	% of state wards will be served in their family home.									
Number & Percent of youth placed In-Home															
Service Area	07/08	08/08	09/08	10/08	11/08	12/08	01/09	02/09	03/09	04/09	05/09	06/09	Average		
CSA	256	263	258	265	238	236	267	259	241	224	237	236	241		
	33.8%	35.6%	35.2%	36.2%	32.5%	33.2%	36.4%	35.2%	32.4%	30.6%	32%	32.1%	32.8%		
ESA	736	747	723	778	798	785	750	721	701	704	721	706	739		
	28.3%	28.9%	28.2%	29.8%	30.2%	29.9%	29%	27.7%	26.9%	26.9%	27.3%	26.8%	28.3%		
NSA	203	206	222	229	229	237	188	166	150	150	155	152	190		
	31.7%	32.4%	34.2%	33.8%	33.9%	36.1%	33%	28.8%	28.3%	27.9%	28.8%	27.8%	31.6%		
SESA	646	721	725	724	692	669	617	602	596	559	599	633	648		
	32%	36%	35.9%	35.9%	35%	35.1%	33.3%	32.9%	35.6%	30.8%	32.9%	34.2%	33.98%		
WSA	185	194	181	173	168	167	167	166	164	167	168	173	173		
	26.5%	28.4%	26.6%	25.9%	25.5%	26.3%	26.8%	25.3%	25%	25.4%	26%	26.1%	26.2%		
State	2026	2131	2109	2169	2137	2096	1989	1914	1852	1804	1880	1900	2001		
	30.2%	32.8%	31.7%	32.3%	31.9%	32.2%	31.2%	29.9%	29.1%	28.4%	29.5%	29.6%	30.7%		
Definition	Family home is defined as the child being located custodial or non-custodial parent/caretaker or guardian.														
<u>Formula: Total number of State Wards in a CFS case that are placed/living at home at a point in time, divided by the total number of State Wards served during the same point in time.</u>															
This is point and time information and will be tracked monthly. The operational data comes from N-FOCUS															

Outcome Measures

D. Timeliness and Permanency of Reunification

		CSA	ESA	NSA	SESA	WSA	Measure																
D.1		75.2%	71%	75.2%	69.08%	67.43%	% of all children placed in out-of-home care will be reunified within 12-months																
			Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average								
	CSA		66.80%	68.80%	69.70%	70.50%	69.20%	68.80%	69.00%	70.30%	70.40%	68.60%	67.50%	68.70%	69.03%								
	ESA		59.50%	59.90%	60.30%	61.30%	60.70%	58.10%	58.00%	57.60%	57.20%	60.30%	59.90%	58.90%	59.31%								
	NSA		72.00%	71.90%	72.80%	74.40%	74.90%	74.20%	73.40%	72.80%	74.80%	73.50%	73.40%	73.90%	73.50%								
	SESA		53.50%	53.30%	53.20%	53.70%	55.40%	53.20%	53.70%	54.80%	56.50%	59.40%	56.00%	58.30%	55.08%								
	WSA		66.60%	67.30%	67.30%	67.50%	68.90%	68.40%	66.80%	66.10%	66.70%	68.80%	67.00%	67.80%	67.43%								
	State		61.60%	62.10%	62.40%	63.30%	63.70%	62.10%	61.70%	61.60%	62.20%	63.90%	62.50%	63.00%	62.51%								
Definition		A goal of reunification is defined as a plan for the child to be discharged from foster care to his or her parents or primary caretaker.																					

Formula: The number of children in out-of-home care for 8 days or longer, who were discharged from HHS and OJS custody for the reason of reunification in less than 12 months of the date of latest removal from home divided by the number of children in out-of-home care for 8 days or longer, who were discharged from custody for reason of reunification.

Youth that are discharged for reason for reunification or youth placed back home for 6 months or longer. Reunification can be with the custodial or non-custodial parent.

The Discharge Reason on N-FOCUS and a documented With Parent placement is used in this calculation.

Reported monthly based on a rolling year. The operational data comes from N-FOCUS.

Outcome Measures

D. Timeliness and Permanency of Reunification

		CSA	ESA	NSA	SESA	WSA	Measure											
D.2		9.9%	8%	9.9%	9.9%	9.9%	% or less of all reunified children re-enter out-home-care within 12-months of discharge. (Less is better in this case)											
Re-Entries into Foster Care		Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average				
Central		18.10%	19.10%	20.30%	17.40%	19.40%	20.30%	18.70%	18.60%	17.90%	17.40%	16.10%	16.60%	18.33%				
Eastern		11.20%	10.50%	10.30%	10.60%	10.70%	10.30%	10.20%	11.10%	11.50%	12.20%	11.90%	10.70%	10.93%				
Northern		13.80%	13.20%	12.40%	11.50%	11.20%	12.90%	12.60%	10.70%	10.80%	9.80%	9.70%	10.00%	11.55%				
Southeast		14.20%	15.10%	15.70%	15.80%	16.50%	16.10%	15.70%	15.00%	14.10%	14.60%	14.70%	14.30%	15.15%				
Western		18.30%	17.60%	17.50%	18.00%	17.80%	16.70%	15.30%	16.10%	16.50%	14.40%	16.70%	16.90%	16.82%				
State		13.90%	13.80%	13.90%	13.80%	14.00%	14.00%	13.50%	13.40%	13.40%	13.20%	13.40%	13.00%	13.61%				
Definition		Entry & Re-Entry: is defined: a. If a child was on a trial home visit and then returned to a substitute care setting, that return is not considered an "entry into foster care" and this would not count as a re-entry. b. Entry into foster care refers to a child's removal from his or her normal place of residence and placement in an out-of-home care setting under the care and placement responsibility of the State. Children are considered to have entered foster care if the child has been in substitute care for 24 or more hours. c. Children reunified, remaining in state custody and subsequently placed in substitute care 6 or more months after reunification WILL be considered a re-entry. Discharged is defined as the point when the child is no longer in foster care under the care and responsibility or supervision of the Department. Formula: The number of children who were discharged to reunification in the 12-month period prior to the report period, then re-entered out-of-home care in less than 12-months from the date of discharge, divided by the number of children who were discharged from out-of-home care to reunification in the 12-month period prior to the report period. (Note: Lower number is preferable in this measure). Reported monthly based on a rolling year. The operational data comes from N-FOCUS																

Outcome Measures

E. Timeliness and Permanency of Adoption

	CSA	ESA	NSA	SESA	WSA	Measure											
E.1	44.33%	36.6%	36.6%	36.6%	28.95%	% of children are adopted within 24 months of removal from the home.											
		Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average			
	Central	44.40%	48.70%	43.90%	45.00%	45.50%	51.30%	43.20%	42.20%	40.50%	37.80%	40.50%	37.00%	43.33%			
	Eastern	26.60%	28.80%	30.30%	28.50%	28.90%	32.10%	31.30%	32.10%	33.20%	31.80%	32.80%	33.50%	30.83%			
	Northern	27.30%	29.70%	27.90%	29.30%	30.50%	31.70%	32.80%	39.30%	41.20%	45.30%	40.40%	34.30%	34.14%			
	Southeast	17.40%	20.00%	20.30%	20.30%	20.50%	21.60%	25.90%	27.00%	26.10%	27.00%	27.30%	29.60%	23.58%			
	Western	19.00%	20.90%	25.60%	25.00%	27.90%	30.80%	32.40%	29.30%	32.60%	32.70%	30.40%	28.80%	27.95%			
	State	25.10%	27.50%	27.80%	27.30%	28.00%	30.00%	30.70%	31.80%	32.10%	32.10%	31.90%	32.00%	29.69%			
Definition	Formula: The number of children who were discharged from out-of-home care to a finalized adoption in less than 24 months from the removal from home date in the report period divided by the number of children who were discharged from out-of-home care to a finalized adoption in the report period.																
The begin date of this measure is based on the most recent removal date.																	
Reported monthly based on a rolling year. The operational data comes from N-FOCUS																	

Outcome Measures

E. Timeliness and Permanency of Adoption

		CSA	ESA	NSA	SESA	WSA	Measure											
E.2	68.38 %		61.76%	74.94%	67.5%	46.23%	% of cases of children legally free for adoption will be adopted within 12-months of being legally free for adoption											
Legally Free Children Adopted within 12 Months																		
	Central		Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average			
	Eastern		72.70%	75.00%	69.70%	74.40%	74.40%	66.00%	64.40%	59.50%	58.50%	64.60%	63.30%	66.00%	67.38%			
	Northern		55.00%	53.40%	53.50%	57.10%	55.50%	52.60%	51.50%	50.30%	49.70%	64.00%	62.60%	63.90%	55.76%			
	Southeast		49.30%	61.70%	67.70%	75.00%	73.00%	76.70%	82.40%	80.70%	83.00%	81.00%	77.60%	79.20%	73.94%			
	Western		67.50%	64.10%	59.50%	62.90%	61.30%	56.70%	58.70%	58.40%	52.30%	54.80%	57.30%	57.40%	59.24%			
	State		47.70%	43.90%	44.70%	46.70%	40.00%	43.50%	42.90%	37.50%	44.20%	47.10%	51.00%	53.50%	45.23%			
			57.80%	57.90%	57.20%	61.30%	59.50%	57.10%	57.30%	56.30%	54.70%	61.50%	61.70%	62.60%	58.74%			
Definition		Legally free is defined as termination or relinquishment of parental rights for both mother and father or parents being deceased. Case must NOT be on appeal.																
		<u>Formula: The number of children in out-of-home care in the report period who became legally free for adoption in the 12-months prior to the year shown, then were discharged to a finalized adoption in less than 12-months of becoming legally free, divided by the number of children in out-of-home care in the report period who became legally free for adoption in the 12-months prior to the year shown.</u>																
		Reported monthly based on a rolling year. The operational data comes from N-FOCUS.																

Outcome Measures

F. Achieving Permanency for Children in Foster Care for Long Periods of Time

F.1	CSA	ESA	NSA	SESA	WSA	Measure									
	35.83%	38.96%	40.79%	43.76%	43.27%	% of cases, of youth in care for 24 or more continuous months discharged to a permanent home prior to their 18 th birthday									
Children in Care for 24+ Months and Discharged to a Permanent Home	Central	33.70%	33.30%	31.30%	31.00%	36.60%	32.30%	35.90%	36.60%	40.70%	41.50%	41.50%	42.40%	37.50%	Average
	Eastern	36.20%	37.00%	36.20%	35.80%	37.60%	38.20%	39.80%	40.70%	41.70%	40.20%	40.90%	42.40%	42.50%	35.83%
	Northern	39.90%	43.90%	41.70%	42.30%	44.00%	45.50%	45.20%	45.90%	46.10%	45.10%	45.80%	49.30%	31.40%	38.96%
	Southeast	36.50%	39.90%	39.80%	41.60%	42.10%	44.90%	45.90%	41.40%	46.70%	45.30%	48.00%	54.60%	48.10%	40.79%
	Western	39.60%	38.70%	37.20%	37.70%	36.70%	39.50%	41.40%	46.70%	42.60%	42.10%	42.70%	44.60%	53.80%	43.76%
	State	36.90%	38.50%	37.60%	38.10%	39.50%	40.70%	42.00%	42.60%	42.60%	42.10%	42.70%	44.60%	43.60%	40.74%
Definition	A permanent home is defined as having a discharge reason of adoption, guardianship or reunification.														
	Formula: The number of children in out of home care for 24 or more continuous months, and who were discharged to a permanent home prior to their 18th birthday divided by the number of children in out of home care for the same time period who have been in care for 24 or more continuous months.														
	Children adopted after their 18 th birthday are not included. Reported monthly based on a rolling year. The operational data comes from N-FOCUS.														

F. Achieving Permanency for Children in Foster Care for Long Periods of Time

Reported monthly based on a rolling year. The operational data comes from N-FOCUS. (Lower percentage is better on this measure)

Outcome Measures

G. Placement Stability

		CSA		ESA		NSA		SESA		WSA		Measure									
G.1		85.07%	84.27%	84.68%	87.18%	86.95%	% of new cases children in care for <12 months will have 2 or fewer foster care placements														
		84.07%	83.27%	83.68%	87.18%	86.95%	% of legacy cases, children in care for <12 months will have 2 or fewer foster care placements														
			Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average						
	Central	83.70%	84.40%	84.40%	84.40%	84.90%	86.10%	84.00%	83.60%	84.40%	84.70%	83.00%	83.00%	82.60%	84.07%						
	Eastern	81.80%	82.30%	82.20%	82.20%	82.00%	82.80%	84.10%	83.80%	83.90%	83.80%	84.00%	84.50%	84.00%	83.27%						
	Northern	84.90%	85.60%	85.60%	85.60%	85.50%	85.10%	82.60%	82.20%	82.20%	82.70%	82.90%	82.00%	82.80%	83.68%						
	Southeast	87.70%	87.20%	87.20%	88.00%	86.60%	87.40%	87.20%	86.50%	86.10%	87.00%	87.90%	87.00%	87.50%	87.18%						
	Western	87.20%	87.90%	87.90%	88.20%	87.20%	87.20%	86.20%	88.50%	88.30%	86.40%	85.70%	86.30%	84.30%	86.95%						
	State	84.60%	84.90%	84.90%	85.10%	84.70%	85.20%	84.90%	84.80%	84.80%	84.90%	84.90%	84.80%	84.60%	84.85%						
	Definition	Placement setting refers to a physical setting in which a child resides while in foster care under the care and placement of the Department. A new placement setting would result, for example, when a child moves from one foster family home to another or to a group home or institution. Placement settings may include shelter care, treatment facilities and juvenile justice placements. If, however, a foster family with whom a child is placed moves and the child moves with them, this does not constitute a change in placement. [This pertains to all outcomes in Placement Stability section]																			
<u>Formula: The number of children who were served in out-of-home care during the report period for at least 8 days but less than 12 months and experienced no more than 2 placements while in care, divided by the total number of children in out of home care during the report period for at least 8 days but less than 12 months.</u>																					
Reported monthly based on a rolling year. The operational data comes from N-FOCUS.																					

Outcome Measures

G. Placement Stability

	CSA	ESA	NSA	SESA	WSA		Measure												
G.2	TBA	TBA	TBA	TBA	TBA		% of <u>new</u> cases of children in care for 12 to <24 months will have 2 or fewer foster care placements												
	56.98 %	55.19%	51.26 %	60.16 %	55.55%		% of <u>legacy</u> cases of children in care for 12 to <24 months will have 2 or fewer foster care placements												
		Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average					
Central	60.40%	56.90%	57.10%	58.80%	54.90%	55.60%	56.50%	54.80%	55.10%	58.50%	58.10%	57.00%	56.98%						
Eastern	56.30%	54.40%	54.50%	55.40%	55.70%	55.80%	56.70%	55.60%	55.70%	55.20%	53.80%	53.20%	55.19%						
Northern	45.10%	47.10%	48.30%	49.60%	51.30%	53.60%	54.20%	55.00%	50.50%	52.50%	54.30%	53.60%	51.26%						
Southeast	59.40%	60.40%	60.50%	59.50%	59.30%	58.90%	59.50%	59.60%	60.70%	60.00%	61.70%	62.40%	60.16%						
Western	52.00%	52.60%	54.90%	56.40%	58.10%	58.90%	55.80%	56.10%	56.40%	54.70%	55.40%	55.30%	55.55%						
State	55.80%	55.30%	55.90%	56.40%	56.40%	56.70%	57.00%	56.60%	56.50%	56.50%	56.70%	56.40%	56.35%						
Definition	Formula: The number of children who were served in out of home care during the report period for 12 months but less than 24 months and experienced no more than 2 placements while in care, divided by the total number of children in out of home care during the report period for at least 12 months but less than 24 months.																		
Reported monthly based on a rolling year. The operational data comes from N-FOCUS.																			

Outcome Measures

G. Placement Stability

	CSA	ESA	NSA	SESA	WSA	Measure									
G.3	TBA	TBA	TBA	TBA	TBA	% of <u>new</u> cases of children in care for 24 or more months will have 2 or fewer foster care placements									
	19.48%	25.75%	19.75%	32.03%	26.47%	% of <u>legacy</u> cases; of children in care for 24 or more months will have 2 or fewer foster care placements									
		Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average	
Central	18.90%	20.10%	19.70%	19.10%	20.60%	18.40%	18.90%	20.10%	18.90%	20.10%	18.50%	19.40%	21.20%	19.48%	
Eastern	28.40%	28.00%	27.30%	26.30%	26.50%	24.60%	24.50%	24.80%	24.20%	23.60%	23.60%	25.10%	25.70%	25.75%	
Northern	21.90%	21.20%	21.50%	21.30%	21.00%	20.10%	19.00%	18.10%	18.50%	17.70%	17.70%	17.60%	16.50%	19.53%	
Southeast	31.20%	31.10%	31.10%	31.80%	32.30%	32.50%	32.30%	31.90%	32.10%	32.40%	32.40%	32.90%	32.70%	32.03%	
Western	27.80%	27.40%	26.90%	26.70%	26.50%	27.00%	25.90%	25.30%	24.70%	26.10%	26.10%	26.10%	25.20%	26.30%	
State	27.70%	27.40%	27.10%	26.80%	27.10%	26.10%	25.90%	25.80%	25.60%	25.40%	26.30%	26.40%	26.40%	26.47%	
	<u>Formula: The number of children who were served in out-of-home care during the report period for 24 months or more month and experienced no more than 2 placements while in care divided by the total number of children in out of home care during the report period for 24 or more months.</u>														
Definition	Reported monthly based on a rolling year. The operational data comes from N-FOCUS.														

Outcome Measures

G. Placement Stability

Measure													
% of <u>new</u> cases of children placed in family like out of home care placements will be placed with relatives or families known to the child													
% of <u>legacy</u> cases of children placed in family like out of home care placements will be placed with relatives or families known to the child													
Number & Percent of Youth placed With Relative & Homes Known to the Child													
Service Area	07/08	08/08	09/08	10/08	11/08	12/08	01/09	02/09	03/09	04/09	05/09	06/09	Average
Central	136	131	133	131	130	131	125	121	140	142	122	128	131
	38.86%	38.19%	38.66%	38.76%	37.79%	38.30%	37.09%	36.45%	40.35%	39.44%	34.96%	36.06%	37.91%
	441	434	438	437	462	456	472	510	485	511	537	552	478
Eastern	35.20%	35.28%	35.38%	35.91%	38.06%	38.10%	39.37%	40.70%	38.49%	40.02%	41.21%	41.85%	38.30%
Northern	96	80	91	88	86	81	80	96	88	90	98	93	89
	39.83%	37.04%	40.99%	39.82%	38.74%	39.90%	36.36%	42.48%	40.18%	40.72%	44.75%	44.08%	40.41%
	364	339	346	333	324	316	315	302	304	319	294	302	322
Southeast	39.14%	39.10%	39.01%	37.80%	37.41%	38.73%	38.14%	36.74%	36.49%	37.66%	35.64%	36.21%	37.67%
Western	139	136	130	127	121	117	113	126	121	113	112	122	123
	46.49%	47.22%	45.30%	43.94%	41.02%	40.34%	40.07%	41.86%	40.47%	38.83%	39.44%	41.36%	42.19%
	1176	1120	1138	1116	1123	1101	1105	1155	1138	1175	1163	1197	1142
State	38.27%	38.04%	38.21%	37.88%	38.18%	38.66%	38.58%	39.37%	38.47%	39.22%	39.03%	39.71%	38.64%
Definition	Family-like setting is defined as a foster home, relative, home known to the child or family as documented on N-FOCUS. Formula: <u>The number of children in out of home care placements who are placed with a relative or home known to the child on the last day of the reporting period divided by the number of children in relative, home known to the child, foster, pre adoptive, independent living or out of home placement on the last day of the reporting period.</u> Reported monthly based on a rolling year. The operational data comes from N-FOCUS.												

Outcome Measures

H. Placement in a Family Like Setting

	CSA	ESA	NSA	SESA	WSA	Measure									
H.1	75%	75%	75%	75%	75%	% of <u>new</u> cases of children in out of home care will be placed in a family like out of home care setting.									
	87.2 9%	87.1%	85.6%	89.4%	86.9%	% of <u>legacy</u> cases of children in out of home care will be moved from a congregate care to family like setting.									
Number & Percent of Youth placed Congregate Care															
Service Area	07/08	08/08	09/08	10/08	11/08	12/08	01/09	02/09	03/09	04/09	05/09	06/09	Avg.		
CSA	50	44	46	56	63	57	48	63	68	58	57	53	55		
	12.22%	11.22%	11.68%	14.14%	15.40%	14.25%	12.44%	15.91%	16.39%	13.88%	14.04%	12.99%	13.71		
ESA	194	192	192	198	200	204	207	211	218	224	209	201	204		
	13.13%	13.25%	13.19%	13.73%	13.91%	14.42%	14.60%	14.27%	14.64%	14.82%	13.73%	13.13%	13.9%		
NSA	44	50	35	43	44	43	38	33	43	44	46	43	42		
	14.72%	17.92%	13.06%	15.64%	15.94%	16.93%	14.39%	12.41%	15.69%	15.83%	16.43%	15.75%	15.4%		
SESA	120	113	110	106	110	109	116	119	117	124	116	104	114		
	11.18%	11.36%	10.84%	10.57%	11.08%	11.62%	12.15%	12.47%	12.17%	12.67%	12.24%	10.97%	11.6%		
WSA	84	76	83	78	79	70	75	84	79	78	73	82	78		
	21.59%	20.54%	22.13%	21.14%	21.01%	19.34%	21.01%	21.76%	20.73%	20.97%	20.28%	21.47%	21%		
State	492	475	466	481	496	483	484	510	525	528	501	483	494		
	13.49%	13.63%	13.28%	13.80%	14.20%	14.34%	14.32%	14.65%	14.91%	14.84%	14.25%	13.64%	14.1%		
Definition	<u>Formula: The number of children in out of home care placements who are placed in a relative, home known to child, foster, pre adoptive, independent living on the last day of the reporting period divided by the number of children in out of home placement on the last day of the reporting period.</u>														
Reported monthly based on a rolling year. The operational data comes from N-FOCUS.															

Outcome Measures

I. Maintaining Family Relationships and Connections

	CSA	ESA	NSA	SESA	WSA	Measure
I.1	92%	92%	92%	92%	92%	% of children in out of home care will be placed with their siblings.
Definition	Utilize CFSR criteria in Item 12 in the CFSR Review Tool. Quarterly Mini CFSR data.					

Outcome Measures

J. Needs Assessment & Case Planning

	CSA	ESA	NSA	SESA	WSA	Measure
J.1	90%	90%	90%	90%	90%	% of families will have a needs assessment completed on every child, parent and foster parent involved in a case
Definition	Utilize CFSR criteria in Item 17 in the CFSR Review Tool. Must track Child, Parent and Foster Parent separately so as to identify areas of strength & areas needing improvement. Quarterly Mini CFSR data.					

	CSA	ESA	NSA	SESA	WSA	Measure
J.2	90%	90%	90%	90%	90%	% of custodial parents will be actively engaged and involved in the case planning process. Every family will have a scheduled Family Team Meeting every month to plan, strategize, discuss progress etc % of non-custodial parents will be actively engaged and involved in the case planning process. Every family will have a scheduled Family Team Meeting every month to plan, strategize, discuss progress etc % of youth will be actively engaged and involved in the case planning process. Every family will have a scheduled Family Team Meeting every month to plan, strategize, discuss progress etc
Definition	Utilize CFSR criteria in Item 18 in the CFSR Review Tool. Must track youth, custodial and non-custodial parents separately so as to identify areas of strength & areas needing improvement but will report one number for the percentage. Quarterly Mini CFSR data.					

Outcome Measures

J. Needs Assessment & Case Planning

	CSA	ESA	NSA	SESA	WSA	Measure
J.3	90%	90%	90%	90%	90%	% of youth age 15 & older wards of the state will have a documented Independent Living Plan that includes individualized goals, needs and strategies
Definition	Utilize CFSR criteria in Item 18 in the CFSR Review Tool. Quarterly Mini CFSR data.					

Outcome Measures

K. Service Coordinator Contact

	CSA	ESA	NSA	SES A	WS A	Measure
K.1	90%	90%	90%	90%	90%	% of all children will have a monthly documented face-to-face contact with their service coordinator each and every month they are in out-of-home care in the child's place of residence.
Definition	<u>Formula: Number of children in out of home care that have a monthly documented face-to-face contact with the child in the child's place of residence divided by the total number of children in out of home care.</u> Reported monthly based on a rolling year. The operational data comes from N-FOCUS.					

Outcome Measures

L. Other Measures

	Measure
L.1	All youth recommended for release from the Detention facility by the CFS Specialist or the court shall be placed in an alternative placement within 2 calendar days of the identified release date.
Definition	Notification is defined as written communication via e-mail from the CFS Specialist. This notice will also be documented on to N-FOCUS by the CFS Specialist. Verification of the information will be conducted by the Department. The calendar days begins identified release date. Contractors will track and report monthly the date of the receipt of the notification and the date the child was moved from Detention. Reported monthly.

	Measure
L.2	All youth identified for parole from a YRTC shall be placed in an alternative placement on the identified date for their parole.
Definition	Notification is defined as written communication via e-mail from the CFS Specialist and/or the YRTC staff 30 days prior to the identified date of parole. This notice will also be documented on to N-FOCUS by the CFS Specialist. Verification of the information will be conducted by the Department. The YRTC's will track and report monthly the date of the receipt of the notification and the date the child was placed. Reported monthly.

14. Incentives and Penalties

The performance measures outlined below will be measured beginning the date the Contractor assumes service coordinator responsibility.

A. Incentives:

- 1) In the event the Department receives a federal adoption incentive payment, the Contractor will receive a percentage of the incentive payment equal to the percentage of adoptions completed for children of families assigned to Contractor. Incentive payments will be made for each applicable federal fiscal year beginning October 1, 2009.

B. Penalties:

- 1) The Contractor and subcontractors staff are required to report when there is reasonable cause to believe that a child has been abused or neglected as defined under NRS §28-711. If a determination is made that a Contractor or subcontractor employee did not report as statutorily required a penalty will be assessed to the Contractor.
 - (a) Penalty Range from \$5,000 to \$25,000.
 - (b) This penalty will be applied on an incident basis.
- 2) Should acts or omissions of the Contractor or subcontractors cause a child or community to be unsafe, as determined by the Department, penalties may be imposed.
 - (a) Penalty Range of \$5,000-\$25,000 penalty.
 - (b) This penalty will be applied on an incident basis.
- 3) Within two (2) hours of being notified of an active current safety threat as identified by the CFS specialist on-site, the Contractor will provide required safety service. Related Outcome Measure B.2.
 - (a) The contractor is responsible for reporting to the Department by the 15th of the following month all cases in this category.
 - (b) Penalty range of \$2,500 to \$7,500
- 4) Within two (2) hours of being notified by the CFS Specialist of the need for an effective intervention to control the conduct of a youth in order to protect the community, the Contractor will provide or arrange for service sufficient to maintain community safety. Related Outcome Measure B.4.
 - (a) The contractor is responsible for reporting to the Department by the 15th of the following month all cases in this category.

- (b) Penalty range of \$2,500 to \$7,500
- 5) Face to face contact with the primary caregiver within one (1) calendar day of referral of new cases. Related Outcome Measure A.1.
 - (a) This penalty will be calculated and assessed quarterly.
 - (b) Penalty range \$1,000 to \$15,000 with consideration being given to the extent that the contractor fails to meet the 98% benchmark. The group will also consider the average number of days during the most recent quarter it takes the Contractor to respond in penalty assessment.
- 6) Should acts or omissions on the part of the Contractor cause a scheduled visit between the child and parent/care-giver to be missed, a penalty will be assessed.
 - (a) Penalty Range \$1,000 to \$15,000
 - (b) If the contractor causes one or more child/ren to be left out of the visit, as determined by visitation plan and/or court order, due to acts or omissions on the part of the contractor.
 - (c) This penalty will be applied on a per visit basis.
- 7) Youth recommended for release from detention will be placed within two (2) days of the receipt of written notification from the CFS Specialist approving the release or receipt of a copy of the Court order ordering the release of the child. Failure to comply will result in the Contractor being assessed a \$400/day penalty. Related Outcome Measure: L.1.
- C. The Department and the Contractor agree to develop and enact a Peer Review process that will be implemented for any recommendation by the Department that a penalty be assessed. The Peer Review Team shall be composed of representative from each of the 6 Contractors, 5 Service Areas and 1 at large Department representative.

The Peer Review process will include the presentation of the information to the Peer Review Team, excluding the Contractor and Service Area directly impacted by the proposed penalty. This group will decide if a Penalty should be assessed and then the amount of the penalty. The Peer Review team may also determine that a performance improvement plan, as set forth in QA section, Chapter 10.E.6, may be imposed, with or without a monetary penalty. Each team member will have one vote. The Director of the Division of Children and Family Services shall cast the deciding vote in case of a tie.

- 1) Each Contractor will be represented

- 2) The Department will have representation by each Service Area and one Central Office representative.
- 3) The Contractor and Service Area involved in the penalty will recuse themselves from the decision.

D. Determination that a penalty will be assessed or an incentive will be paid requires written notification to the Contractor. Notification will include:

- 1) Identification of the outcome(s) that were met and/or not met;
- 2) Amount of the assessed penalty or incentive; and
- 3) The process and timeframe for penalty and/or incentive payments to be made and/or received by the Department.

15. Case Transfer:

The Contractor is responsible for all services and service coordination for their families assigned by the service area. If case management transfers to another service area, responsibility for services and service coordination will be transitioned to a contractor serving that service area. A transition plan will be developed by the Department and the Contractors.

16. Aftercare for Families

A. Aftercare shall be provided for 12 months following case closure.

Aftercare is not required in the following situations:

- 1) In the cases where the only services provided were related to an Initial Safety Assessment.
- 2) Families who move out of state.
- 3) When the youngest child in the family has reached the age of 19.
(Note: The contractor is required to continue to work with the youth through their independent living program until age 21 as set out in Section 17.)

17. Independent Living for Youth

- A. The Contractor agrees to develop an Independent Living Plan by April 1, 2010, with the involvement and leadership of youth, which describes how youth of various ages and stages of independent living will be supported in the following areas:
 - 1) Transition to self-sufficiency.
 - 2) Education, training and services necessary to obtain employment.
 - 3) Preparation for and entrance to post-secondary training and education.
 - 4) Personal and emotional support to youth aging out of foster care through mentors and the promotion of interactions with dedicated adults.
- B. The Contractor will provide
 - 1) Assist the youth in completing the Ansell-Casey Skills Assessment.
 - 2) Financial, housing, counseling, employment, education and other appropriate service and support to youth who were dismissed from State's custody after their 18th birthday and former wards between 18 and 21 years of age.
- C. The Contractor will support Nebraska's need to report data for the National Youth in Transition Data Base
 - 1) The Contractor will locate youth and ensure survey completion on youth required to be reported to the National Youth in Transition Database.
 - 2) The Contractor will ensure that Nebraska meets the federal criteria for the percentage of youth needing to complete surveys.

18. Foster Care Rates and Adoption/Guardianship Subsidies.

The Contractor will provide the Department with it's foster family rate(s) process and structure. The Department will provide the Contractor with information how the Department establishes the adoption or guardianship subsidy payment.

19. Service Area Transition Plans

The Contractor agrees to assume Service Coordination and service delivery for families according to the following schedule.

% of Youth/Families to be Served by Each Contractor by the end of Each Month											
Months to Full Implementation	End of Month	Central Service Area		Eastern Service Area			Northern Service Area	Southeast Service Area			Western Service Area
		TBA	B&G	NFC	Visinet	KVC	B&G	Cedars	Visinet	KVC	B&G
	November	34%	34%	30%	30%	40%	20%	37%	37%	37%	30%
	December	66%	66%	25%	20%	30%	20%	37%	37%	37%	0%
	January	0%	0%	25%	30%	30%	20%	26%	26%	26%	20%
	February	0%	0%	20%	20%	0%	20%	0%	0%	0%	0%
	March	0%	0%	0%	0%	0%	20%	0%	0%	0%	50%
	April	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

20. Service Delivery Models

Contractor	Service Delivery Models		Contractor	Service Delivery Models
KVC	Homebuilders		CEDARS Youth Services	Wraparound
	Intensive Reunification Program/Strengthening Families Program			Trauma Informed Care
	Parenting with Love and Limits			Homebuilders
	The Incredible Years			Nurturing Parenting
	Trauma Systems Therapy			Love and Logic
	Wraparound			Teen Outreach Program (Wyman Center)
	Signs of Safety-- KVC approach from Olmstead CO			Pride (Parent Resources for Information, Development, and Education)
	Parenting Wisely			Making the Commitment to Adoption (Spaulding Institute)
	Intensive Family Preservation Services			The New Making it On Your Own
	Aggression Replacement Training (ART)			PRIDE module- 'Preparing Youth for Successful Adulthood'
	Mandt			Family Group Conferencing (FGC)- Mediation Center
				Child Welfare mediation and facilitation- Mediation Center
NE Family Collaborative	Parenting with Love and Limits			
	Nurturing Parenting			
	Multisystemic Therapy			

	Growing Great Kids		Boys and Girls Home of Nebraska, Inc.	Wraparound
	Families and Schools Together			Family Centered Assessment
	Family to Family Initiative			Love and Logic
	Family Peer-to-Peer Support			Intensive Family Preservation (Boys Town Model)
	Cognitive Behavioral			
	Celebrating Families!			
	Boys Town In-Home Family Services			
	Beautiful Beginnings			
	Wraparound Model			
Visinet	Wraparound			
	Family Group Decision Making			
	Homebuilders--components of			
	Motivational Interviewing			
	Nurturing Parents			
	Aggression Replacement Training			
	Spaulding Adoption			
	Pressley Ridge Youth Development Extension			
	Trauma Focused-Cognitive Behavioral Therapy			
	PRIDE			
	PRYDE (2011 or later possibly)			

Eastern Service Area Specific Requirements

21. Eastern Service Area

EASTERN SERVICE AREA SERVICE AREA SPECIFIC REQUIREMENTS

A. Referral / Assignment Process

- 1) The Department will refer families by a single referral number which will be operational 24 hours/ 7 days per week. . This system will identify which of the 3 contractors is to be assigned. This system will also maintain data regarding call volume, length of wait/call time, time/date stamp of call, and any exceptions to rotation/reconciliation of exceptions.
- 2) The initial referral information will include all information noted on a mutually agreed upon referral form. It is understood that not all required information may be available at the time of the referral. The primary goal is that children receive the services they need to be safe.
- 3) All referrals will be called verbally into the single referral line and entered by the contractor into NFOCUS by the end of next business day. This will be documented in NFOCUS in the CFS case under consultation point narrative "staff initiated."
- 4) The case information will be transferred within 24 business hours for new families. Transition families will be staffed and all case file information shared prior to contractor assignment.
- 5) Requests for a different contractor to be assigned are limited. Situations for reassignment of a Contractor are described below and may indicate a need for a Service Area team to meet and discuss the situation to determine the next steps in the case.

B. The Contractor will notify the CFS Specialist of the decision regarding the assigned responding worker by the end of the initial referral call for safety/crisis response referrals. For non crisis response referrals, the contractor will notify the CFS Specialist of responding worker within the next business day of the referral.

Eastern Service Area Specific Requirements

C. For all Transition families: The Department will

- 1) Notify the family by written letter of assigned contractor/service coordinator and contact information.
- 2) Notify the court system and other professionals by written letter of assigned contractor/service coordinator and contact information.

D. The following situations would require a review of the case:

- 1) There is a personal conflict between the Contractor and the family (i.e. family is related to an employee of the contractor)
- 2) The family of the identified child moves outside of the service area.

E. Subcontractor - The Department reserves the right to refuse the use of any subcontractor. All intended subcontract agreements must be approved by the service area prior to utilization of that provider. The service area reserves the right to refuse the use of any subcontractor for any children and families referred by the Department. The Department will provide such approval/refusal within 1 business day of request. For emergency subcontract needs, the Contractor will notify the Department within 1 business day for ongoing approval.

F. Placement Approval Process – All placements and the use of respite care, requires prior approval of CFS. In court involved cases, all legal parties require notice 7 days prior to the anticipated move. This notice will be generated and provided to legal parties by CFS. Emergency placement change situations also require CFS approval prior to placement. In court involved cases, the court must be notified within 24 hours of any emergency related moves. These must be related to the immediate safety of the child in order to be considered an emergency move.

In non-court cases, approval of CFS must be given at least 24 hours prior to anticipated move.

Eastern Service Area Specific Requirements

The use of relative/child specific/non-licensed homes requires following of the current Exception/Approval process, prior to placement.

G. Management of Foster Family Care

- 1) Use of homes – Contractors will have direct responsibility to oversee and manage all licensed and/or approved foster homes and their subcontractors. The Department will not make direct placements into any licensed foster home/facility.
- 2) Payment Rates - Each Contractor will determine foster home payment rate structures and expectations. Any exceptions to the payment structure must be approved by the Department.
- 3) Staffing Ratios and Caseload Size
 - a) Staffing Ratios
 - I. KVC Behavioral Health Care - 1:9
 - II. Nebraska Families Collaborative - 1:7
 - III. Visinet, Inc - 1:5
 - b) Caseload sizes
 - I. KVC Behavioral HealthCare - 1:16 families (includes aftercare)
 - II. Nebraska Families Collaborative - 1:14 families (includes aftercare)
 - III. Visinet, Inc - 1:17 families (includes aftercare)
- 4) Court & Legal
 - a) TPR requests must be requested via a formal LB1041 staffing arranged by CFS. Contractor must request a staffing with CFS at the 12th month of care for consideration of 1041 staffing referral.
 - b) Any and all documentation submitted to the Court will be provided via the CFSS.
- 5) Case Plan/Court Report
 - a) Draft Court Reports are to be submitted to the CFSS at least 8 business days prior to the hearing.
 - b) Draft Case Plans are to be submitted to the CFSS within 45 days of initial custody or the begin date of the safety assessment. 6 month

Eastern Service Area Specific Requirements

case plan reviews are due to the CFSS 15 days prior to the 6 month due date.

- 6) Process for Involving Legal
 - a) Any motions for show cause, motions for no reasonable efforts finding, or contempt motions must be reported to the CFSS and CFS Supervisor immediately.
 - b) Any appeals of court orders must be reviewed and filed by CFS legal staff.
- 7) Income Maintenance Foster Care Documentation:
 - a) CFSS will complete and submit the IM-18FC and FC Background Information form
 - b) CFS - IMFC staff will complete the referral to CHARTS
 - c) CFSS will ensure copies of birth certification, SS card and custody court order are provided to IMFC staff.
- 8) Required Assessment Tools
 - a) Each Contractor will utilize assessment tools for children and families. The Contractor must collect and maintain the information obtained by the assessments. This information will also be shared with the Department upon request.
- 9) Evidence Based Practice
 - a) Each contractor will provide the following seven criteria for each Evidence Based Practice/program utilized: outline of the program model, an overview of the program, program outcomes, a measure of fidelity, and how the program outcomes align the Index of Outcomes and Systemic Factors, Associated Items, and Data Indicators. What level of research based (Evidence Informed, Evidence based with adaptations, or Evidence Based) , a general description, areas of interest (alcohol, substance abuse, mental health, tobacco etc.) , population served, settings(school, home, rural, urban etc.), implementation/research history and adaptations (cultural, lingual, etc.).

Eastern Service Area Specific Requirements

- b) The Contractor will list and define all program outcomes and the Contractor will identify how the outcomes will be measured.
- c) The Contractor will report the results, including if the outcomes were met and strengths/weaknesses of how the outcomes were met. If significant weaknesses are identified in relation to outcomes or a program is no longer a viable option, a program may be dropped and a replacement may be chosen with Department approval.

Documentation must be provided to the Service Area Contract Liaison and a request for change must accompany the documentation.

Documentation will include the identification of the program the Contractor is requesting be discontinued, the reason why, what the program replacement is, and why that was chosen as the replacement.

- d) The Contractor must submit the 7 criteria identified in Section A (above) for any replacement program.
- e) Each program needs to have a measure of fidelity available to ensure the program parameters are being adhered to. A measure of fidelity should include a scale that identifies key components within the program model to measure the extent the program model is being followed. This needs to be available for the Department to use as an evaluation tool to establish to what extent the program model was followed and to assist in determining strengths/weaknesses (the Contractor may use this as a tool for internal evaluative purposes). How the program outcomes align with the Index of Outcomes and Systemic Factors, Associated Items, and Data Indicators in compliance with CFSR (as applicable to service contracted) needs to be identified.